

Murray
Arino
Names

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257

1 CASE #5-70-5340 AUGUST 13, 1970 11:57 A.M.

2 - - -

3 DURKEE FAMOUS FOODS, and
4 LOCAL 70, OAKLAND, CALIFORNIA

5 CHANGE OF OPERATIONS COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROBERT RAMPY, Chairman
8 HARVEY KILLMAN
9 GLENN B. JONES

NATHAN J. FULLMER
HAROLD JOHNSON
LARRY JONES

10 APPEARANCES:

11 RICHARD BOLTON, ROBERT LAMBERT and LARRY PYLE
12 appeared on behalf of the Employer.

13 JOSEPH ARINO and HOWARD MUSTAIN appeared on
14 behalf of Local 70.

15 - - -

16 CHAIRMAN RAMPY: If all the parties are present, let's
17 go on the record in Case #5-70-5340; Durkee Famous Foods and
18 Local 70, Oakland, California.

19 The Union Panel is Rampy, Glenn B. Jones and Killman.

20 MR. FULLMER: The Employer Panel is Johnson, Larry Jones
21 and Fullmer.

22 CHAIRMAN RAMPY: Will the parties state their names for
23 the record?

24 For the Company?

25 MR. BOLTON: Richard Bolton, Robert Lambert and Larry
26 Pyle.

CHAIRMAN RAMPY: Local 70?

MR. ARINO: Joe Arino and Howard Mustain.

1 CHAIRMAN RAMPY: Protest or no protest?

2 MR. ARINO: Protest.

3 CHAIRMAN RAMPY: The Company?

4 MR. BOLTON: The Company seeks to move under Article 5,
5 Section 3 of the National Master Freight Agreement, specifi-
6 cally to transfer our entire proprietary trucking operation
7 to a certified common carrier, and to dovetail our present
8 employees, two, into the common carrier seniority list.

9 Our reasons for making this move are relatively simple.
10 We now run two trucks, a 35-foot van and a bobtail. Our
11 needs vary from one to four trucks, and sometimes greater.
12 With lack of equipment we can't meet our operative fluctuations.

13 The majority of the freight out of this plant, this is
14 a production operation, is shipped either bulk, by tank or
15 truck, and in containers, and the amount of work handled by
16 our own trucks is relatively insignificant to the whole
17 operation.

18 Our deliveries throughout the Bay Area are inefficient
19 because we can't combine the freight into various areas.

20 We have administrative problems, and the operations of
21 two trucks makes it a headache, which we don't want to
22 continue.

23 We have an arrangement to enter into on a five-year
24 contract with common carriers to continue this work. Basically,
25 that is our case. We don't intend to hurt any of our drivers.
26 They will be much more secure since they will be working for

1 the carrier that has other sources of business than just
2 us, and we can receive some flexibility for our customers.

3 CHAIRMAN RAMPY: Are there any questions by any of the
4 panel members?

5 Do I understand you have two drivers and you propose
6 that they would transfer and dovetail into the seniority
7 list of Associated Freightline employees?

8 MR. BOLTON: That's correct.

9 CHAIRMAN RAMPY: Are there any other questions?

10 Local 70.

11 MR. ARINO: Durkee Famous Foods is looking to get out
12 of the trucking business. Durkee Famous Foods have all
13 kinds of owner-operators pulling loads out of there.

14 The Union feels that eventually Durkee Famous Foods
15 will want to go nonunion on all trucks coming in and out
16 of the area.

17 We feel that this should not be granted because we have
18 a bonafide agreement with them and we would like to keep the
19 Company in the trucking business with our people on the
20 seniority list.

21 MR. MUSTAIN: This Company, like Joe says, is strictly
22 trying to drop a union contract.

23 I was approached a year and a half ago on this same
24 subject, and was told if I quit, the trucks would stay as
25 they are. But I elected to stay, and they didn't want to
26 move at that time because they would have had to come before

1 this Committee again.

2 It is just strictly a Union deal. We have two drivers
3 there. We work. We have a signed agreement. They have
4 these trucks there for 16 years. They never have owned a
5 truck. They are leased trucks. Durkee does not own the
6 trucks but we are on the Durkee payroll and we feel that you
7 are going to create a hardship on us if you allow this by
8 taking our seniority away from Durkee.

9 CHAIRMAN RAMPY: Are you an employee?

10 MR. MUSTAIN: Yes. I am one of the drivers of the
11 35-foot semi.

12 CHAIRMAN RAMPY: You are one of the drivers involved?

13 MR. MUSTAIN: Yes.

14 CHAIRMAN RAMPY: What agreement are you speaking of?

15 MR. MUSTAIN: National Master Freight Agreement.

16 MR. FULLMER: I have a question.

17 CHAIRMAN RAMPY: Yes, Nate.

18 MR. FULLMER: Is Local 70 under the National Master
19 Freight Agreement?

20 MR. ARINO: This case was filed at that time. It reads
21 this way: "Such transfers will be ready pursuant to
22 Article 5. We therefore will be bound by the new National
23 Master Freight Agreement, and until such time as the change
24 of Operations is effected."

25 MR. FULLMER: I think you misunderstood the question.

26 MR. ARINO: I understood the question.

1 MR. FULLMER: Well, you didn't answer it.

2 MR. ARINO: I believe you had an answer earlier of
3 Local 70 that they are claiming that they are not bound
4 to the National Master Freight Agreement.

5 MR. FULLMER: I wondered what your position was in this
6 case. That is why I asked the question.

7 Is it true that there is an understanding with Associated
8 Freight Lines to absorb these two drivers with their full
9 seniority?

10 MR. ARINO: Not with Local 70, there is none.

11 MR. BOLTON: We have such an understanding with
12 Associated Freight Lines.

13 MR. FULLMER: Does Local 70 represent the Union Employees
14 at Associated?

15 MR. ARINO: Yes. We do.

16 MR. FULLMER: What would be the Local's position if
17 Associated desired to embrace these employees on a dovetail
18 basis?

19 MR. ARINO: My understanding is it would be protested
20 by the other business agent involved, Alex Bariosa. He feels
21 that they should not be dovetailed on the seniority list.

22 CHAIRMAN RAMPY: How many on the seniority list with --

23 MR. ARINO: With Durkee?

24 CHAIRMAN RAMPY: No, Associated Freight Lines.

25 MR. ARINO: About 25 or 30 employees.

26 MR. FULLMER: What are the seniority dates of the two

1 Durkee drivers?

2 MR. ARINO: One has got about 15 years and Mustain
3 has seven.

4 CHAIRMAN RAMPY: You are the junior of the two?

5 MR. MUSTAIN: Yes.

6 CHAIRMAN RAMPY: What are the names of the two drivers
7 effected?

8 MR. ARINO: Howard Mustain and George Gray.

9 CHAIRMAN RAMPY: George Rampy has 15 years?

10 MR. MUSTAIN: Yes.

11 CHAIRMAN RAMPY: You are Howard Mustain, M-u-s-t-a-i-n?

12 MR. MUSTAIN: Yes.

13 CHAIRMAN RAMPY: Are there any other questions of Local
14 70? Does Local 70 have anything further?

15 MR. MUSTAIN: Yes. I have with me here copies of
16 dispatch orders for roughly a month's time that show that
17 this Aero Trucking Company has been hauling in and out of
18 there, and they are a nonunion Company, which will give you
19 gentlemen an idea why we feel that they are strictly trying
20 to get out from underneath the Union contract.

21 I show them to you if you care to see them.

22 CHAIRMAN RAMPY: If you want to leave them here, the
23 Committee will have a look at them.

24 Is there anything further by any of the Panel members?
25 Does the Company have anything?

26 MR. BOLTON: Aero Trucking Company, as I understand it,

1 does have owner-operators which are pulling tank wagons
2 on our bulk shipments. The drivers who are picking up in
3 our dry freight are members of Local 70.

4 CHAIRMAN RAMPY: Are there any questions from any of the
5 parties?

6 Any questions by any of the panel members?

7 Executive session.

8 (Executive session.)

9 MR. FULLMER: Mr. Chairman, in Case #5-70-5340, I move
10 that the request of the Company be approved.

11 MR. JOHNSON: I second it.

12 (Motion carried.)

13 - - -

WHEO BOND
MADE IN U.S.A.
WEBB FINE

Teamster Local No. 70
70 Hegenberger Road
Oakland, California 94621

TO

E. D. CONKLIN, INC.

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GARFIELD 1-3984

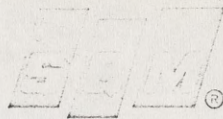
SEP 4 - 1970
September 3 1970

19

Transcript of proceedings before JWAC Change of Operations Committee,
Case No. 8-70-5340, heard August 10th thru 14th:

\$4.85

original to Hansen



GLIDDEN-DURKEE
DIVISION OF SCM CORPORATION
INDUSTRIAL FOODS GROUP

2900 FIFTH STREET • BERKELEY, CALIF. 94710

April 9, 1970

RECEIVED
APR 10 1970
APR 9 1970

Brotherhood of Teamsters, Local 70, IBT
70 Hegenberger Road
Oakland, California

Attn: Mr. Joe Arino

Dear Sir:

On January 22, 1970, we advised you that we did not plan to be bound by National Master Freight negotiations. Due to a delay in effecting a change of operations involving a transfer of our present drivers to a common carrier under contract with your local union, we wish to amend the letter of January 22nd.

We will, therefore, be bound to new National Master Freight Agreement and the Local 70 Pick-up and Delivery Supplement until such time as this change of operations is effected.

Yours very truly,

GLIDDEN-DURKEE
DIVISION OF SCM CORP.

ROBERT W. WOLFE
Regional Manager

RWW:cb

SEND BACK WITH TRANSCRIPT TO JOE ARINO, LOCAL 70.
IN CASE #5-70-5340

CASE #8-70-5375

AUGUST 12, 1970

3:29 P.M.

WESTERN GILLETTE, INC., and
LOCAL 70, OAKLAND, CALIFORNIA;
LOCAL 87, BAKERSFIELD, CALIFORNIA;
LOCAL 208, LOS ANGELES, CALIFORNIA;
LOCAL 224, LOS ANGELES, CALIFORNIA;
LOCAL 287, SAN JOSE, CALIFORNIA;
LOCAL 357, LOS ANGELES, CALIFORNIA;
LOCAL 431, FRESNO, CALIFORNIA;
LOCAL 439, STOCKTON, CALIFORNIA;
LOCAL 467, SAN BERNARDINO, CALIFORNIA;
LOCAL 468, OAKLAND, CALIFORNIA;
LOCAL 495, LOS ANGELES, CALIFORNIA;
LOCAL 871, POMONA, CALIFORNIA;
LOCAL 982, LANCASTER, CALIFORNIA.

CHANGE OF OPERATIONS COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

ROBERT RAMPY, Chairman
GLENN B. JONES
ROBERT CHANEY

NATHAN J. FULLMER
HAROLD JOHNSON
H. E. MELTON

APPEARANCES:

LARRY JONES appeared on behalf of the Employer.

DICK SARMENTO appeared on behalf of Local 70.

JOE MORRIL appeared on behalf of Local 87.

EDWARD SHAPIRO appeared on behalf of Local 208.

LEONARD ANDRADE appeared on behalf of Local 224.

PETER CANCELLA appeared on behalf of Local 287.

BARNEY VOLKOFF and THOMAS MORRIS appeared on behalf of
Local 357.

HARRY KACHADOORIAN appeared on behalf of Local 431.

BILL DIXON appeared on behalf of Local 439.

JACK WYATT appeared on behalf of Local 467.

ERNIE FREITAS and AL APELBAUM appeared on behalf
of Local 468.

1 CHAIRMAN RAMPY: Let's go on the record in Case No.
2 8-70-5375, Western Gillette, Inc., and Local Unions 70, Oakland;
3 87, Bakersfield; 208, Los Angeles, California; 224, Los
4 Angeles, California; 287, San Jose, California; 357, Los
5 Angeles, California; 431, Fresno, California; 439, Stockton,
6 California; 467, San Bernardino, California; 468, Oakland,
7 California; 495, Los Angeles, California; 871, Pomona,
8 California and 982, Lancaster, California.

9 Let the record show that Local 495, 871, and 982 are
10 not represented.

11 The Union Panel is Rampy, Jones and Chaney, Glenn B. Jones.

12 MR. FULLMER: The Employer Panel is Fullmer, H. E.
13 Melton and Harold Johnson.

14 Will the parties state their names for the record?

15 For the Company?

16 MR. JONES: Larry Jones, Western Gillette.

17 CHAIRMAN RAMPY: Local 70?

18 MR. SARMENTO: Dick Sarmento.

19 CHAIRMAN RAMPY: Protest or no protest?

20 MR. SARMENTO: We do not protest but we would like to
21 have a clarification.

22 MR. TOM ANDRADE: Mr. Tom Andrade. Mr. Chairman, I was
23 asked to attend this meeting. My name is Tom Andrade.
24 I am representing Local 85, and Local 85 is not included in
25 this list. However, the Employer has just taken the position
26 to include Local 85, and I want to know whether we are

1 included or whether we are not included at this time.

2 CHAIRMAN RAMPY: I will apologize to Local 85. I had
3 it marked on my yellow sheet to add Local 85 and Local 692,
4 and I will extend an apology at this time to Local 85.
5 So, Local 85 comes ahead of Local 87, so I call on Local 85
6 at this time.

7 State your name for the record?

8 MR. TOM ANDRADE: Tom Andrade.

9 CHAIRMAN RAMPY: Protest or no protest?

10 MR. TOM ANDRADE: No protest, for the simple reason that
11 Western Gillette, at this time, has no terminal in the City
12 of San Francisco.

13 The only question that I want to ask, and then I will
14 leave, and I think you clarified it on the previous case,
15 is that if there is going to be a matter of jurisdictional
16 dispute, if you want to grant Western Gillette the opportunity
17 as far as the Change of Operations is concerned, that if they
18 open a terminal in San Francisco, that we would like to get
19 a clarification that we would like to turnaround and accept
20 any bodies from any other local.

21 CHAIRMAN RAMPY: Local 87, protest or no protest?

22 MR. MORRIL: Just clarification on an agreed-upon talk.

23 MR. APELBAUM: Mr. Chairman --

24 CHAIRMAN RAMPY: Local 208, state your name.

25 MR. SHAPIRO: Edward Shapiro, Local 208, clarification.

26 MR. APELBAUM: On behalf of Local 287, this is --

1 CHAIRMAN RAMPY: Local 224, will you state your
2 appearance?

3 MR. LEONARD ANDRADE: Leonard Andrade appearing for
4 Local 224, clarification.

5 CHAIRMAN RAMPY: Local 287?

6 MR. CANCELLA: Pete Cancilla.

7 CHAIRMAN RAMPY: Local 357?

8 MR. VOLKOFF: Barney Volkoff and Tommy Morris,
9 clarification.

10 CHAIRMAN RAMPY: Local 431?

11 MR. KACHADOORIAN: Harry Kachadoorian, clarification.

12 CHAIRMAN RAMPY: Local 439?

13 MR. DIXON: Bill Dixon, clarification.

14 CHAIRMAN RAMPY: Local 467?

15 MR. WYATT: Jack Wyatt, clarification.

16 CHAIRMAN RAMPY: Local 468?

17 MR. FREITAS: Ernie Freitas and Al Apelbaum, protest.

18 CHAIRMAN RAMPY: Local 495?

19 Let the record show no appearance.

20 Local 871?

21 Let the record show no appearance.

22 Local 982?

23 Let the record show no appearance.

24 Local 692? That is Long Beach, isn't it?

25 Let the record show no appearance.

26 The Company may proceed.

1 MR. JONES: Larry Jones representing Western Gillette.
2 May I ask this question, Mr. Chairman. This letter is
3 quite lengthy. Everyone has it, sir.

4 Should I read this into the record? It actually covers
5 the request, specifically.

6 MR. RAMPY: Is a copy of the letter in the file?

7 MR. JONES: In fact, I have one here. Maybe I should
8 just read it for the Committee's benefit. Yes, that's it
9 under date of June 5th.

10 CHAIRMAN RAMPY: Dated June 5th, 1970?

11 MR. JONES: Yes.

12 CHAIRMAN RAMPY: Read it, then.

13 MR. LARRY JONES: Very well.

14 "Jack Crotty

15 Union Co-Secretary

16 1616 W, 9th Street

17 Los Angeles, California, 90015

18 "Bill Reed

19 Employer Co-Secretary

20 3301 South Grand Avenue

21 Los Angeles, California 90007

22 Gentlemen:

23 "In 1968, Western Gillette, Inc., was granted
24 authority to manage and operate Desert Express.
25 As a result of the above, Western Gillette, Inc.,
26 filed for and was granted permission to close

1 all terminal facilities that were duplicated.

2 The following terminal operations were merged into
3 Western Gillette facilities existing in Los Angeles,
4 Oakland and Ridgecrest.

5 "The Terminals of Desert Express at Lancaster and
6 Bakersfield continue to operate as they had under
7 prior ownership.

8 "Western Gillette, Inc., at this time is still
9 operating and managing the authority of Desert
10 Express in combination with its own interstate
11 operation under temporary authority granted by
12 the I. C. C. in 1968.

13 "The Company proposes at this time and requests
14 permission to make the following changes in its
15 total operation within the State of California
16 to establish a separate and distinct intrastate
17 operation. This operation would consist of the
18 authority purchased from Desert Express in toto
19 being separated from the present Western Gillette,
20 Inc., operation and operated out of separate
21 terminal facilities in Los Angeles and Oakland,
22 and all other terminal facilities throughout
23 the State of California.

24 "Western Gillette, Inc., would operate a complete
25 and separate interstate operation, including a
26 separate over-the-road line haul operation.

1 Desert Express would operate its own over-the-
2 road line haul operation separate and apart.
3 Facility addresses in Los Angeles and Oakland
4 are not available at this writing as properties
5 have not been obtained. Data sheets have been
6 prepared showing the combined operation in each
7 city and also setting out the Desert Express
8 employees still on the payroll as a result of a
9 1968 merger.

10 "Also attached are seniority rosters involving
11 all the personnel affected.

12 "The only aspect of the Desert Express operation
13 to be performed at the present General Office
14 address will be the General Office functions.
15 All terminal operations will be operated in the
16 name of Desert Express, and the employees will be
17 employees of Desert Express. In certain instances,
18 there will be Western Gillette terminals that will
19 become part of the Desert Express Intrastate
20 operation.

21 "In accordance with the rules of procedure, we
22 would ask for a joint meeting of all local unions
23 involved at our General Office in Los Angeles,
24 at 10:00 a.m. on June 25, 1970, for the purpose of
25 exploring and discussing seniority separating the
26 combined operations of the two above-referenced

1 companies.

2 Due to the nature of this request, we would ask
3 that the respective co-secretaries consider this
4 our formal request for a Change of Operation, as
5 set out above and further to take the necessary
6 steps for filing to cause this case to be heard
7 before the next JWAC Change of Operations Committee
8 which is scheduled for August, 1970.

9 "Results of the June 25th meeting will be made
10 available to the Change of Operations Committee
11 at the time of the hearing. Should any of the
12 parties involved not be able to attend the Joint
13 Meeting, the Company will contact each individually
14 to fulfill the obligations the Company has in
15 accordance with the rules of procedure.

16 Any questions concerning the above should be
17 directed to the writer.

18 Very truly yours,

19 Western Gillette, Inc.

20 Larry Jones

21 Vice-President

22 Industrial Relations."

23 Actually we put this thing together and now we want
24 to separate it completely and operate it separately, and
25 that I think was brought out clearly here and probably I
26 could rest at this point and answer questions, if necessary.

1 CHAIRMAN RAMPY: Are there any questions from any
2 of the panel members of the Company?

3 MR. FULLMER: I have nothing at this point.

4 CHAIRMAN RAMPY: In looking at the list of the Local
5 Unions, I see that Local 468 is the first one that indicated
6 a protest.

7 I would like to hear from them first, Local 468.

8 MR. APELBAUM: On behalf of Local 468, we never did have
9 any drivers under our jurisdiction that worked for Desert
10 Express. However, the Company is coming in with another
11 change where they want to redomicile nine 468 men, and I am
12 saying that these two changes, this one and the other one,
13 are going to run concurrently in this respect.

14 I brought this up in the Los Angeles Office of the
15 Company when I was there. The Company made the statement that
16 they were going to run everything on a separate identity.

17 They said they were going to put five linemen on in
18 Los Angeles, which would be Local 224 men, and I asked the
19 Company what would happen if they run two men out of Los
20 Angeles tonight into Oakland. We talked about Oakland at
21 that time and "You made two and a half sets in Oakland to
22 go back to Los Angeles, how would you get the other half a
23 set back there."

24 The Company said that they would leave it lay.

25 Well, if they are going to reactivate a business to
26 try to pick up the California freight again, you don't leave

1 a half a set lay.

2 I, at that time, made the statement that as far as
3 Local 468 was concerned, if the Company would reconsider its
4 proposed change, that they got coming in after this one,
5 to leave our people domiciled in Oakland, it would be agreeable
6 with Local 468 that they could take that half a set and bring
7 it over to the yard in Western, and we would pull it, because
8 there is no doubt in the back of my mind that the Company,
9 in order to build up traffic, is not going to leave a half
10 a set of freight lay, if it is a half a set of LTL.

11 They would interline it. If they are going to interline
12 it, why not interline it with their mother Company, and leave
13 the men stay back in Oakland?

14 I was never given a direct answer down there and I would
15 like to have an answer to it here now.

16 Because I am saying that this change, and the other
17 change that the Company is proposing to come in with, are
18 going to be conflicting changes in this respect. Desert
19 Express has rights running out of the Bay Area to Bakersfield,
20 to Barstow, up into Smith's Valley. At the present time,
21 Local 468 is enjoying two bids that run out of Oakland
22 to Barstow with eastbound freight, and there would be nothing
23 stopping the Company from interlining, Western Gillette
24 interlining with Desert Express and pull that freight to
25 Barstow and send it beyond, and this is what I want to get
26 clarified.

1 I am asking a question, Mr. Chairman.

2 MR. LARRY JONES: I think I can answer it.

3 We did not have, prior to the purchase -- there was
4 no line operation in existence in the Bay Area. We don't
5 intend to establish one. The other change referred to here
6 has nothing to do with separating these two companies. We
7 have reached an understanding with Local 224 as to what we
8 would do with overflow freight over here with foreign drivers.

9 Generally, the flow of traffic is light south, so we
10 can take care of it without any problem, but if we did have a
11 problem of that nature, we could work out an arrangement
12 where we can handle it.

13 MR. APELBAUM: Well, Mr. Chairman, the Company has
14 worked out something with Local 224 in handling this.

15 I don't know whether Local 224 has given away the front
16 door or not.

17 Furthermore, I don't give a God damn. However, I am
18 saying this, that we never did have any people here historically.
19 They were all Local 224 men.

20 Now, if the Company is granted the other change and
21 they redomicile the nine men that we have got in Oakland,
22 and Local 224 is going to handle all of that traffic, is
23 the Company still going to run that freight out of Oakland
24 to Barstow through Desert Express or through Western Gillette?
25 This is what I wanted to get clear in my mind, because this
26 is why I made the statement that both of these changes are

1 conflicting, as far as I am concerned.

2 MR. LARRY JONES: The other change on the agenda here --

3 MR. MELTON: The next page.

4 MR. LARRY JONES: Yes. 8-70-5376 involves Western
5 Gillette's Interstate Line operation. It has nothing to do
6 with this change and the redomicile will operate from
7 Kingman into Fresno and it has nothing to do with Desert
8 Express.

9 MR. APELBAUM: I realize that too but what I am saying
10 here is this. There isn't a God-damned thing from stopping
11 the Company from interlining to Western Gillette, and we
12 are going to lose the men and Local 224 is going to get all
13 the men and we are going to sit here without any men.

14 There are nine men that are going to be redomiciled
15 in this next change. If they are going to interline the
16 freight with Western Gillette and pull it to Barstow with
17 Local 224 people, this is what I want to know. I want a
18 direct answer now because we have got a problem up here.

19 MR. LARRY JONES: If this request is granted, we will
20 not have an operation from Oakland to Barstow.

21 MR. APELBAUM: I know that. I know that is just what
22 the Company wants to do, but I am in here protesting this
23 one, and I am going to protest the other one, too. I want
24 an answer. Is the Company going to interline that freight
25 in the event they have two and a half boxes in Oakland and
26 they have two 224 people with Desert Express in Oakland, how

1 are you going to move that half a box?

2 MR. LARRY JONES: We don't normally move a half a set
3 anywhere.

4 CHAIRMAN RAMPY: When you say, "The Company is going
5 to move it," which are you talking about?

6 MR. APELBAUM: I am talking about Desert Express right
7 now.

8 Again, let me repeat. I understand from the meeting
9 in Los Angeles, that the Company intends to put five people
10 on the board in Los Angeles for Desert Express, 224 people,
11 which historically 468 never had any drivers there. We are
12 admitting that.

13 Now, if they run two men out of Los Angeles tonight,
14 two Desert Express men out of Los Angeles into Oakland and
15 the next day they make two and a half sets of LTL freight
16 going back to Los Angeles, I want to know how in the hell
17 they are going to get that half a set down there? Are they
18 going to interline it? Are they going to pig it? What are
19 they going to do with it? You don't leave a half a set of
20 LTL laying when the Company is trying to build up business.

21 Here is a Company coming in here and they are claiming
22 they want to reactivate this Desert Express, because they
23 want to pick up the California traffic again, and the only
24 way you pick up any business is you have to give them some
25 service.

26 I want to know how they are going to move that half a

1 set?

2 MR. LARRY JONES: I think it would be a good idea
3 to wait until it happens and then we will decide how we would
4 do it.

5 MR. APELBAUM: Also, Mr. Chairman, in the event that
6 the other change now that we are talking about, the Western
7 Gillette change is granted to the Company, and they have three
8 Desert Express men in Oakland, and they make two sets in
9 Oakland going back the next night and they have an overcarry
10 in Western Gillette's yard in Oakland, are they going to
11 use that Desert Express driver to pull that traffic south?
12 This is where I am saying that these two changes, as far as
13 Local 468 is concerned, are running together.

14 I am not saying it is a subterfuge or anything else.
15 What I am saying is I want to know how they are going to
16 move that traffic because the Company is intending to redomicile
17 nine of my men.

18 MR. LARRY JONES: The letter of June 5th says that we
19 are going to run a separate and distinct road operation with
20 both companies.

21 CHAIRMAN RAMPY: Glenn?

22 MR. GLENN B. JONES: As I understand it, Larry, you
23 said it is going to be separate and distinct, the two
24 operations?

25 MR. LARRY JONES: Yes.

26 MR. GLENN B. JONES: So if Western Gillette is inter,

1 Desert Express is intra. You wouldn't pick up intrastate
2 on Western Gillette, right?

3 MR. LARRY JONES: That's correct.

4 MR. GLENN B. JONES: So if you picked up interstate
5 on Desert Express in the Bay Area, going to Arizona,
6 as an example, where would you turn it to, Western Gillette?

7 MR. LARRY JONES: It could be at Los Angeles or Blythe,
8 either one. More than likely it would be at Los Angeles.

9 MR. GLENN B. JONES: So if you picked up interstate
10 freight in the Bay Area or Oklahoma City, where would you
11 turn it to Western?

12 MR. LARRY JONES: Run it by me again, please?

13 MR. GLENN B. JONES: If you picked up interstate freight
14 or picked up freight in the Bay Area for Oklahoma City, where
15 would you turn it to Western Gillette? If Desert Express
16 picked it up.

17 MR. LARRY JONES: I think it would have to be Los Angeles.
18 The same answer would apply. They might want the division
19 over at Blythe, but Los Angeles or Blythe.

20 MR. APOLBAUM: Mr. Chairman, again, maybe I can clear
21 Good Brother Glenn B. Jones up a little bit.

22 I didn't lose you, but I think you lost me.

23 I wasn't talking about Desert Express picking up any
24 interstate freight.

25 Now, I didn't mention the word "interstate" at any time.
26 What I am saying is this, Glenn. The Company runs three 224

1 men out of Los Angeles, on the Desert Express, and they
2 run them into Oakland. I am again using the word "Oakland"
3 because that is what was mentioned in Los Angeles, and in
4 this, and they make two sets in Oakland of intrastate freight
5 to go back to Los Angeles to the Desert Express Terminal,
6 because they are supposed to run them as separate entitites.

7 They have got a 224 man laying there in Oakland. Are
8 they going to run that man back to Los Angeles empty, or
9 are they going to go to work and send him over to Western
10 Gillette's yard and pick a set up over in Western Gillette's
11 yard, pick a set of freight that is going to go to Oaklahoma
12 City, or going to El Paso or New York or Chicago -- I don't
13 give a God damn where it is going -- and bring it to Los
14 Angeles and move nine of my men on this other change? This
15 is why I am saying that these two changes are conflicting,
16 as far as Local 468 is concerned.

17 MR. GLENN B. JONES: I thought that is what you said.
18 I didn't misunderstand.

19 MR. APELBAUM: I hope you didn't.

20 MR. FULLMER: Are you asking a question of whether Desert
21 Express line drivers are going to pull Western Gillette
22 interstate freight?

23 MR. APELBAUM: Mr. Co-Chairman, let me say something
24 here.

25 MR. FULLMER: Just answer my question.

26 MR. APELBAUM: I am saying this that the Company will

1 interline that freight. They are not going to leave no
2 God-damned Local 224 lay in Oakland on the clock as long as
3 they have freight laying over there in that Western Gillette
4 yard in Oakland.

5 Because there could be a possibility that maybe they
6 only use five schedules out of Los Angeles with Local 224
7 men at Western Gillette, and they only make two sets out
8 of Desert Express, and they have the third man there, are
9 they going to go over to Western Gillette and try to interline
10 that freight and move nine of my men on that change?

11 MR. MELTON: Let me ask you a question, Al.

12 I think the Company has said very explicitly and
13 concretely on the record that they are going to be independent
14 operations.

15 Now, if such a thing happens, as you suspect and are
16 fearful of, it would be a case for a grievance filed by
17 the Local Union 224, whose drivers have been abused.

18 MR. APELBAUM: I would like to answer "Friday Melton."

19 You heard the Company here, in all due respects to
20 Larry Jones. Now, you heard him make the statement that they
21 have already worked something out with Local 224.

22 I made the statement that I don't give a damn whether
23 the Company gave away the front door. We can't stop them from
24 interlining it, but what I am saying is that this change is
25 going to be conflicting with the other one coming up where I
26 am losing nine men. I want to make God-damned sure you

1 people understand it.

2 CHAIRMAN RAMPY: Anything else from Local 468?

3 Are there any questions of any of the panel members to
4 Local 468?

5 Local 70 asked for clarification.

6 MR. SARMENTO: Yes. I wasn't here when the temporary
7 merger was granted Western Gillette. I think in 1967 or
8 1968.

9 Under that decision, this Committee ruled at that
10 time there were certain stipulations pertaining to the
11 seniority of the Desert Express employees that were moving
12 to Western Gillette, and in case the Company didn't have
13 a permanent authority to run as one unit, if they have to
14 sever the operations, like they are doing now, that the
15 seniority of the individuals concerned with Desert Express,
16 in the transcript they are given certain seniority rights.
17 I want to hold my comments on this until the other local
18 unions speak so I get a little more clarification as to what
19 transpired at that meeting at that time.

20 So I would like the other locals to speak on it before
21 I could make my statement as far as the seniority pertaining to
22 the Western Gillette employees here in Oakland.

23 CHAIRMAN RAMPY: You just have a question on seniority
24 then?

25 MR. SARMENTO: Right.

26 CHAIRMAN RAMPY: Local 87?

1 MR. MORRIL: Well, I am talking for Foster.

2 He has no protest with the exception of the clarification
3 asking the question if the short lines to the Desert are to be
4 protected, as you agreed to, Larry.

5 MR. LARRY JONES: No change of any of the operations
6 out of Bakersfield.

7 MR. MORRIL: And the terminals are to be maintained
8 and the men, and they are to handle interstate and intrastate
9 freight within the jurisdiction of the local union?

10 MR. LARRY JONES: No change.

11 MR. MORRIL: No protest.

12 CHAIRMAN RAMPY: Local 208, clarification?

13 MR. SHAPIRO: I was notified of a meeting to be held at
14 Western Gillette which I attended, with other locals.

15 At that time the question arose pertaining to the
16 seniority.

17 On August 14th of 1968, Western Gillette came into this
18 committee asking for a Change of Operation.

19 At that time, Local 208 took the position that they were
20 not granted complete authority on Desert Express. They only
21 had temporary authority.

22 At that time Local 208 took the position -- or asked that
23 there be no dovetailing, that the Company of Western Gillette
24 and Desert Express maintain a separate seniority list until
25 permanent authority was granted.

26 In the decision that was rendered at that time, the

1 Committe ruled, and I quote from Case #8-8-3917. I will
2 not read the whole thing because it does not pertain to
3 what I am talking about, but I will go down to Line 22 and
4 read from there.

5 "In the event permanent authority is denied, then
6 the dovetailed lists shall be separated as they
7 were before the change and former Desert Express
8 employees shall have seniority with Western Gillette
9 only from the first day worked for Western Gillette."

10 Now, the Company is coming in here to ask them to
11 separate the Companies again.

12 I took a position at Los Angeles that I am worried about
13 the drivers at Desert Express. I asked the Company, Bill
14 Lacey, pertaining to a Master Seniority List which the
15 Company brought before this Committee as of June 9, 1970,
16 showing where the men had been dovetailed according to the
17 decision handed down in 1969, but now they want to separate
18 them.

19 For example, there is one man that has 21 years seniority,
20 and another man, James Knight, who has 11 years.

21 What happens to these men according to the decision
22 of 1968 if they are separated? What happens to their
23 seniority of 21 years and 11 years, and the other men, if
24 they are transferred back to Desert Express and separated
25 from Western Gillette, and all of a sudden there is no work
26 and some of the men are laid off? Where do they go and

1 what do they do? Local 208 is taking the position that
2 these men of Desert Express should remain on a master seniority
3 list and the men given the opportunity to go to Desert
4 Express by seniority from the top man on the master seniority
5 list to the bottom man.

6 Whoever accepts that job over at Desert Express, shall
7 go over there with his seniority. If there is any layoff
8 at Desert Express for lack of freight, he is eligible to
9 return back to Western Gillette and fit in on a master
10 seniority list. That is what we are asking.

11 CHAIRMAN RAMPY: Are there any questions of Local 208 by
12 the panel members?

13 Let's go off the record.

14 (Discussion off the record.)

15 CHAIRMAN RAMPY: Back on the record.

16 Mr. Shapiro.

17 MR. SHAPIRO: Mr. Chairman, I would like to ask Mr. Jones
18 from Western Gillette one question pertaining to Desert Express
19 and Desert Express only.

20 Does the question have any permanent authority today?

21 MR. LARRY JONES: No, and I was just going to answer
22 that.

23 CHAIRMAN RAMPY: Answer that.

24 MR. LARRY JONES: At this stage an order came down with
25 restrictions to the extent that the management of this
26 Company felt like they were going to have to take some other

1 action at that time because it said, in effect, that all
2 authority that was duplicated would be null and void, and
3 in effect, it was not resalable.

4 So actually, this took everything out of the purchase
5 agreement. So at this stage they met and discussed the
6 matter extensively and made the determination to go into
7 a separate intrastate operation and establish a total and
8 complete operation, because otherwise they hadn't brought
9 anything, because we paralleled practically all this authority.

10 MR. SHAPIRO: What the Company is saying is they denied
11 you permanent authority of Western Gillette. Is that correct?

12 MR. LARRY JONES: Well, it is not a denial, in effect.
13 The order that came down wasn't acceptable and we didn't
14 accept it. On that basis, of course, we will go back for
15 our permanent as a separate company.

16 MR. SHAPIRO: But you do still have the authority to
17 operate Desert Express?

18 MR. LARRY JONES: Yes.

19 MR. SHAPIRO: Well, on these men that I have named, just
20 a few, for example, with the amount of seniority that they
21 have, if they go back to Desert Express, where does this
22 seniority go?

23 MR. LARRY JONES: In my opinion, they would carry their
24 seniority.

25 MR. SHAPIRO: Of the 21 years and 11 years?

26 MR. LARRY JONES: Yes.

1 MR. SHAPIRO: They will not go back to Desert Express
2 now as a new hire because it is now being operated as a
3 separate entity from Western Gillette?

4 MR. LARRY JONES: In my opinion we are not talking
5 about new hires.

6 MR. SHAPIRO: What I want to know is, these men will
7 keep their seniority?

8 MR. LARRY JONES: Yes. I don't know how you will take
9 it away from them.

10 MR. FULLMER: I think the Company's position is subject
11 to a different determination by this committee, that would
12 be the Company's proposal.

13 MR. SHAPIRO: Let me say one more thing. The position
14 of Local 208 is still the same. I don't want to repeat myself,
15 but I want to refresh your memory.

16 Local 208 is asking that these men be retained on a
17 master seniority list as it is right now. If there is any
18 lack of work at Desert Express, they still retain their
19 seniority and fall in a slot on the master seniority list
20 to protect these men from Desert Express so they are not
21 bandied around.

22 CHAIRMAN RAMPY: We understand your position.

23 Local 224?

24 MR. LEONARD ANDRADE: Leonard Andrade for Local 224.

25 Is it true, Mr. Larry Jones, that you intend to handle
26 all California intrastate business with Desert Express?

1 MR. LARRY JONES: Yes.

2 MR. LEONARD ANDRADE: Now, historically, the Desert
3 Express drivers have handled Blythe, Ridgecrest, et cetera.
4 Is that not true?

5 MR. LARRY JONES: Yes.

6 MR. LEONARD ANDRADE: The Desert Express drivers have
7 never enjoyed that work, the Blythe-Ridgecrest-Bishop-
8 Lancaster, what have you? Due to the fact that this has
9 been Western's work, we would like all the Western Gillette
10 drivers, and we have approximately 109 of them to have the
11 right to go over to Desert Express by seniority and handle
12 the intrastate work.

13 To give you an example, I believe the Company proposed
14 connecting this thing off with about five or six line drivers.
15 Is that true, Larry?

16 MR. LARRY JONES: Yes.

17 MR. LEONARD ANDRADE: On a given night, let's say that
18 you have ten loads and you only have five or six Desert
19 drivers. We would like the Western Gillette drivers from
20 the extra board have the right to go over and pull those
21 extra loads rather than have Desert Express go out and hire
22 casuals off of the street where we could easily have
23 Western Gillette drivers not working.

24 That would be one request that we would like to make.
25 Also, the Company --

26 CHAIRMAN RAMPY: Let's try to get an answer to that from

1 Larry.

2 MR. LARRY JONES: I would like to see that happen.
3 I would like to see us kick the thing off and have that
4 much business, but that is questionable.

5 There is no question about where we are going to get the
6 men and power from. Actually, however, Desert's board
7 operated Ridgecrest. They didn't operate Bishop, but they
8 did run into Ridgecrest. They enjoyed part of this work,
9 but we have no objections to offering it to the total board
10 anyway.

11 Rather than to get into the area that you are in about
12 who is going to pull those loads, I think at that time we
13 can just pull so many positions, and at that time we can pull
14 the people we need to handle this business.

15 MR. LEONARD ANDRADE: From the Western Gillette Master
16 Board?

17 MR. LARRY JONES: Yes. But you have gotten into an
18 area that I wouldn't want to make a statement with respect to,
19 now. It is just strictly supposition that you are going to
20 have ten loads and five men and that type of thing.

21 MR. FULLMER: Leonard, I'm a little confused.

22 Are you saying that you want the right in the first
23 instance to allow all of the old Western Gillette drivers,
24 to have them be afforded the opportunity to bid on the Desert
25 Express jobs, or are you saying that after this has been done
26 and these four or five line positions of Desert Express, or

1 whatever it may be, are filled, then on a given night, if there
2 are extra Desert Express loads, that your Western Gillette
3 extra board could on an individual night pull that and still
4 retain Western Gillette seniority? I think what you are saying
5 is the second situation. Am I correct?

6 MR. ANDRADE: You are correct in both.

7 The Company from our meetings that we have had intend
8 to kick this thing off with, like I say, a half dozen drivers.

9 Let's say three months from now they need 15 drivers on
10 a regular basis. We would like the master board have the
11 right to go over there.

12 Now, also, on the second portion, I talked to the Company
13 officials and they have given me the answer that they would
14 have no objections to using Western Gillette extra board men
15 rather than going to the street and hire casuals on a given
16 night. They have an agreement to that.

17 I would like to make it a matter of record.

18 MR. LARRY JONES: Is that something you discussed with
19 Nello?

20 MR. ANDRADE: Yes.

21 MR. LARRY JONES: If Nello said that, he is the Vice-
22 President of Operations, and I agree to that.

23 CHAIRMAN RAMPY: Go ahead.

24 MR. ANDRADE: Mr. Apfelbaum broke my trend of thought.
25 That is about all I have for the present time.

26 Now, one other thing. On a given night, Larry, say,

1 for example, you have a load going to the Bay Area via
2 Lancaster.

3 Will the line drivers, the 224 drivers handle that
4 if, say, for example, you have a trailer for Lancaster and
5 the other trailer goes up to the Bay Area, will the 224 man
6 pull that?

7 MR. LARRY JONES: Yes. That would be the type of
8 operation we would want to have. You are talking about a split.
9 If you got a Lancaster pup or a Bay Area pup, yes, I would
10 think so.

11 CHAIRMAN RAMPY: Are there any questions of the panel
12 members of Local 224?

13 Is that all, Len?

14 MR. LEONARD ANDRADE: That's all.

15 CHAIRMAN RAMPY: Local 287?

16 MR. CANCELLA: Point of clarification. What effect
17 does this have on the San Jose Terminal, in general?

18 MR. LARRY JONES: Well, as far as the personnel in the
19 terminal facility and all, it wouldn't change anything.

20 You see, there are some areas that you get into, in your
21 particular area, to get in there, that will have to be a
22 lease arrangement on authority and physically there will be
23 no changes in the operation there, but there will be some
24 papers shuffled in getting in there on this operation.

25 MR. CANCELLA: At this point the Company doesn't intend
26 to phase out the San Jose operation. Is that correct?

1 MR. LARRY JONES: No way.

2 MR. CANCELLA: That's all.

3 CHAIRMAN RAMPY: Are there any questions of Local 287
4 by any of the panel members?

5 Local 357.

6 MR. VOLKOFF: Basically, we are of the same opinion as
7 Local 208, as presented by Ed Shapiro.

8 However, these are the points of clarification which I
9 am referring to the Company.

10 Basically, do you intend to pull out all the previous
11 Desert employees and put them into the Desert facilities?

12 MR. LARRY JONES: No. We would rather take the master
13 list, in fact, the combined list that I furnished you. We
14 would rather the people bid the vacancies off of this list.

15 MR. VOLKOFF: It is your intention that in doing that
16 you will maintain a master seniority list for both facilities
17 in the event of layoffs?

18 MR. LARRY JONES: I don't know whether I can answer that,
19 Barney, but I wouldn't have any objections to it, but we
20 would abide by the Committee's decision, if they see fit to
21 state that.

22 We don't have any objections to it.

23 MR. VOLKOFF: Your previous decision says: "In the event
24 you do not receive full authority, that you will reestablish
25 the facilities of Desert Express and put the people back there.

26 MR. LARRY JONES: Right.

1 MR. VOLKOFF: However, you are proposing now to only
2 permit the present seniority roster as listed to bid the
3 positions at Desert Express?

4 MR. LARRY JONES: Well, of course, you have a lot of
5 old seniority people in Desert, and when this thing goes up
6 for bid, I would think that some of those people would go
7 back there, and in other instances, some Western people will
8 exercise their seniority rights and go over there.

9 MR. VOLKOFF: In view of the previous decision as handed
10 down by the Change of Operations Committee, it does clarify
11 the question of reestablishment of Desert Express Facilities
12 in the event you do not receive full authority. Is that
13 right?

14 MR. LARRY JONES: In the event it is denied, is what
15 it says. We don't have any argument about that.

16 MR. VOLKOFF: So, in essence, you will pull out the
17 people and put them back into Desert Express, who were former
18 employees of Desert Express.

19 Then, counting on the fact that some of the people of
20 Desert Express who went into your facilities were put into
21 exempt positions, these people have the same right to go back
22 and exercise their seniority, is that correct?

23 MR. LARRY JONES: Actually, the people that were in that
24 area have since resigned. It was a family deal.

25 MR. VOLKOFF: They resigned as employees of Western
26 Gillette, but still do they have a right in this particular

1 instance?

2 MR. LARRY JONES: I don't think so.

3 MR. VOLKOFF: They resigned as exempt people?

4 MR. LARRY JONES: Right.

5 MR. VOLKOFF: But they didn't resign as members of the
6 Union, having a right or seniority rights under the previous
7 roster? That is a point that I would like to know.

8 MR. LARRY JONES: I can't recall the lady's name --

9 MR. VOLKOFF: Whitehouse?

10 MR. LARRY JONES: Yes. I was thinking of her and she
11 resigned and, in fact, all of the nonunion people did.

12 MR. FULLMER: Have these people, of which you are speaking,
13 Barney, continued to be carried on a seniority list, either
14 Desert Express or Western Express or --

15 MR. VOLKOFF: No, they went into an exempt capacity,
16 and I don't know exactly what deal was made between the
17 Company and the individual at that point, because of the
18 purchase --

19 MR. FULLMER: How long ago was it?

20 MR. VOLKOFF: Six months.

21 MR. LARRY JONES: Within a year, and actually that
22 person was handling the payroll and things of that nature
23 for Desert and some other administrative duties in the G. O.

24 We would like to have kept the employee. She was a good
25 employee.

26 MR. VOLKOFF: I know, but I don't know under what

1 circumstances she agreed to go into exempt capacity with
2 your Company, and if it is so, in order for her to retain
3 that job, she had to give up her seniority rights.

4 I really don't know exactly what happened. I am just
5 trying to be careful.

6 MR. LARRY JONES: I was the person that tried to talk
7 her out of quitting, and I was not successful. She went
8 ahead and resigned anyway. However, there was no commitment
9 or anything. There were no deals involved in it.

10 MR. VOLKOFF: I am only saying that if she retained her
11 seniority possibly the situation would have been different.
12 As a member under the bargaining unit, her position might
13 have been different.

14 Whatever deal was made that placed her in an exempt
15 capacity, might have tended for her to resign because of a
16 situation.

17 MR. LARRY JONES: It was apparent that she was in a
18 jungle in our general office and she didn't desire to be
19 there.

20 MR. VOLKOFF: I wanted the Committee to be aware of that
21 particular problem, which may or may not exist.

22 Secondly, I refer you to your list of Desert Express
23 employees, Union Seniority Rosters, in which you list Dock
24 Workers Local 357, and you have omitted the name of John
25 Augustine.

26 In checking John Augustine of the dock workers, I find

August

1 him now as a Western Gillette office employee.

2 CHAIRMAN RAMPY: Off the record.

3 (Discussion off the record.)

4 CHAIRMAN RAMPY: Back on the record.

5 Can you answer that, Larry?

6 MR. LARRY JONES: No. I don't know.

7 Apparently he has changed classifications. I don't
8 really know. These rosters were prepared specifically for
9 this purpose and as you will note, they are dated June 9th,
10 so apparently, at the time this was prepared, he had taken
11 a position in the office, but I don't know. That is all I
12 know.

13 CHAIRMAN RAMPY: What was that name again, Barney?

14 MR. VOLKOFF: John Augustine appears as the second name --

15 MR. MELTON: OS&D Clerk.

16 MR. VOLKOFF: Listed as an office employee with a date
17 of 1948. However, I have a roster of Desert Express which
18 shows him to be a dock man going back to 1948.

19 MR. MELTON: They put his seniority over to the office.
20 Let's go off the record.

21 CHAIRMAN RAMPY: Off the record.

22 (Discussion off the record.)

23 CHAIRMAN RAMPY: Back on the record.

24 MR. VOLKOFF: Then going to the Office Workers Local 357,
25 you have Bruce Driver and George Miles, which are on the
26 terminal seniority again. Then, over on your general office,

1 you have an office employee, which was a former employee
2 of Desert Express.

3 Now, it is your intention that all of the accounts,
4 receivable, payable, will be handled by your general office
5 of Western Gillette as it affects Desert Express?

6 MR. LARRY JONES: Yes. The general office function
7 will remain there in the office with the personnel that are
8 there.

9 MR. VOLKOFF: Now, the office employees who are on a
10 general office roster, you will not re-establish Desert Express
11 accounting procedure at all?

12 MR. LARRY JONES: No. That's correct. We will not.

13 MR. VOLKOFF: That will be maintained by your home
14 office, Western Gillette?

15 MR. LARRY JONES: Yes.

16 MR. VOLKOFF: That area, Mr. Chairman, I want to bring
17 out to the Committee's attention. It is a little complicated
18 there in that area and which may require a master seniority
19 for the office employees, inasmuch as it is possible that
20 the General Office may perform the duties of Desert Express
21 in the clerical division, including rating and billing.

22 It is conceivable, and I am not just sure how the billing
23 and accounting is going to be made in a division of revenue,
24 whether Western Gillette will do it or whether Desert Express,
25 which will require rating and billing and accounting,
26 and interlining.

1 So we firmly believe that competitively between the
2 north-south traffic that Desert Express has with Western
3 Gillette, they will compete for the business and it will be
4 a mumbo-jumbo and it should carry a Master Seniority Roster,
5 and the question of layoffs at either facility to go both
6 ways. That would be our request, with a clarification.

7 CHAIRMAN RAMPY: From the Committee?

8 MR. VOLKOFF: Yes.

9 CHAIRMAN RAMPY: Do any of the panel members have any
10 questions of Barney?

11 MR. FULLMER: I got one, perhaps, jointly to Mr. Volkoff
12 and Mr. Larry Jones.

13 Under your proposal, Larry, what office employees will
14 Desert Express have in Los Angeles?

15 MR. LARRY JONES: What will be required by a terminal
16 operation, the billing, rating and so forth, to establish a
17 terminal office?

18 MR. FULLMER: How many?

19 MR. LARRY JONES: I think four people, to start with.

20 CHAIRMAN RAMPY: Did you hear that?

21 MR. VOLKOFF: In acquiring the facilities of Desert
22 Express?

23 MR. LARRY JONES: In opening up in a general office.

24 MR. VOLKOFF: You get a rating clerk, file clerk, cashier,
25 interlining clerk and a payroll clerk, PBX operator.

26 MR. LARRY JONES: Let's take this out of the hat.

1 It is something like that approximately.

2 CHAIRMAN RAMPY: Four or five?

3 MR. LARRY JONES: Yes, approximately.

4 MR. FULLMER: Your point then, Barney, even though the
5 other functions that have been alluded to as general office
6 functions will be performed by Western Gillette employees,
7 in effect, doing work for Desert Express, your request is
8 that there be a master seniority approach with recipricol
9 rights as similar to what Local 208 proposes. Is that correct?

10 MR. VOLKOFF: That's right, Nate. One added problem I
11 want to bring out. Presently, one of the clerks is in the
12 general office with full seniority.

13 Now if they don't need her at Desert Express and she
14 is carrying out Western Gillette's phase of work, now, by
15 virtue of her seniority, just exactly where does she fit in
16 or will they pull her out of there and put her back in
17 Desert Express?

18 MR. FULLMER: I would like to answer another question
19 as long as you raise that.

20 Before you were talking about a similar thing with dock
21 functions.

22 I think you asked the question of the Company how they
23 proposed to select or recruit those employees who would go
24 with Desert Express.

25 It is my understanding that the Company's position at
26 that time was to offer the Desert Express jobs on a seniority

1 basis from the so-called combined or master list.

2 I believe at that point you then made reference to the
3 previous Change of Operations Committee or decision that
4 Mr. Shapiro cited to us, that suggested an unmerging of those
5 merged lists in the event the temporary authority -- or the
6 permanent authority was denied.

7 I believe you then went further as to suggest that that
8 was the route that the company should go in recruiting
9 employees for the Desert Express Division.

10 I don't think the Company ever answered that and I think
11 the transcript may show that as the affirmative position of
12 Local 357.

13 I would like to either confirm that at this point or
14 give you an opportunity to restate it, if I didn't understand
15 you correctly.

16 MR. VOLKOFF: Of course, Mr. Fullmer, there are many
17 things we may bring into this Committee, and we find that the
18 Committee in their wisdom gives the final judgment.

19 Now, I brought these particular issues out to the
20 Committee's attention of what they are confronted with.
21 It is our position, the same as Local 208's, to retain some
22 sort of a master seniority roster for work opportunities.
23 Then the Committee's attention is brought to the fact that
24 these people, who were brought in from Desert have gone into
25 various positions within the Western Gillette establishment,
26 which has a terminal and a home office.

1 Now, to pull these people out because of the previous
2 decision is what the panel has to consider.

3 MR. FULLMER: Your point then was to alert us to this
4 other decision which might suggest if it weren't squarely
5 answered that the approach would have to be to pull the former
6 Desert Express people out rather than offer by seniority to
7 the merged list, and we appreciate your pointing that out.

8 MR. VOLKOFF: Then, lastly, I would like to see the
9 Committee make a ruling in maintaining a master seniority
10 for work opportunities of the most senior people, because
11 Western Gillette and Desert Express are competing for the
12 business, parallel north and south freight, that is moving
13 in the intrastate portion of their operation, both Western
14 Gillette as well as Desert Express.

15 When they compete for this business, they necessarily
16 control the flow of freight as to whether Desert will move
17 it in this instance or as Western Gillette.

18 They will maintain that competitiveness and this is why
19 we are asking that a master seniority roster be maintained for
20 the people.

21 Do you understand?

22 MR. FULLMER: I think so.

23 CHAIRMAN RAMPY: Local 431?

24 MR. CHANEY: I have a question of Local 357.

25 CHAIRMAN RAMPY: Proceed.

26 MR. CHANEY: Maybe I can direct this to both the Company

1 and the Union.

2 Barney, have the Desert Express employees been
3 enjoying full seniority rights on bidding all the jobs in
4 the general office in their respective classifications?

5 MR. VOLKOFF: No. When Desert was put into the
6 Western Gillette operation, some people went to the General
7 Office. Some went to the Terminal.

8 The General Office carries a separate seniority roster
9 because of the General Office operation like the accounting
10 and everything else.

11 The terminal only has the terminal employees as it
12 affects that particular terminal.

13 However, in the area of transferring one from the other,
14 you have to go to the bottom of the Board, unless work is
15 being transferred from one facility to the other facility.
16 Unless work is being transferred from one facility to the
17 other facility, then those people follow the work.

18 MR. CHANEY: But those that did go into the general office
19 part of the operation, the Desert Express people, then have
20 they then enjoyed bidding for vacancies in that classification
21 with their full seniority?

22 MR. VOLKOFF: Yes.

23 CHAIRMAN RAMPY: Local 431?

24 MR. KACHADOORIAN: Right now we have nobody on Desert
25 Express's payroll.

26 Now, we have nine people on Western Gillette's payroll.

1 Whose payroll are these people going to be on? Am I correct
2 in saying there will be one terminal and one payroll? Is
3 that right?

4 MR. LARRY JONES: Yes.

5 MR. KACHADOORIAN: Whose payroll are they going to be
6 on?

7 MR. LARRY JONES: There is a comment in here about that.
8 I am sure that it says in here, and I can't seem to locate
9 it right this minute, that they will be employees of Desert
10 Express.

11 MR. KACHADOORIAN: In other words, what you are saying
12 is that all employees that presently now are Western Gillette
13 employees will now all be Desert Express employees, and there
14 will be no Western Employees?

15 MR. LARRY JONES: That is my understanding.

16 MR. KACHADOORIAN: All seniority taken with them?

17 MR. LARRY JONES: Yes.

18 MR. KACHADOORIAN: What happens if your request is
19 denied, if it is denied? What happens to these people which
20 will be on Desert Express's payroll? What would happen if
21 Desert Express just closed the doors and said, "We don't
22 exist any more. We just can't get the rights." Would these
23 people just go back on Western Gillette's payroll with all
24 seniority rights again?

25 MR. LARRY JONES: I would think so.

26 CHAIRMAN RAMPY: I think in furtherance of Harry's

1 questions, in page two of your letter it states:

2 "All terminal operations will be operated in the
3 name of Desert Express and the employees will be
4 employees of Desert Express."

5 MR. KACHADOORIAN: With all seniority rights, right?
6 Then there will be no Western Gillette employees at Fresno.

7 MR. LARRY JONES: That's correct.

8 CHAIRMAN RAMPY: Are there any questions of Local 431
9 by any of the panel members? If not, Local 439?

10 MR. DIXON: Bill Dixon, Local 439. I would like to
11 ask the Company how this will involve the Stockton Terminal.
12 There is nothing in either of this literature. I would like
13 to know how it will involve the Stockton Terminal?

14 MR. LARRY JONES: As it stands now, they will become
15 Desert employees. Physically there will be no change in
16 Stockton. You should enjoy some growth because of the fact
17 that we haven't solicited intrastate traffic for some years.
18 So it should build up the terminal.

19 MR. DIXON: That would have no effect on the drivers
20 there at the present time and the office people?

21 MR. LARRY JONES: No.

22 MR. KACHADOORIAN: I have got one more questions.

23 CHAIRMAN RAMPY: Local 431?

24 MR. KACHADOORIAN: You are saying that Desert Express
25 will pick up all of Western's intrastate and Desert's
26 interstate under Desert's employees?

1 MR. LARRY JONES: Yes.

2 CHAIRMAN RAMPY: Local 467?

3 MR. WYATT: Yes. I have two questions. What about
4 the Barstow operation? I have one member currently working
5 in the Barstow-Victorville area. He has no domicile point.
6 What are you going to do with this fellow?

7 MR. LARRY JONES: I thought he lived in Barstow.

8 MR. WYATT: He doesn't. He lives in Crestline, California,
9 and you now have him meeting a Wasty driver in either the
10 San Bernardino Area or the Victorville Area, and taking
11 the freight from the Wasty driver. I am just curious as to
12 what you intend to do with this operation. You no longer
13 have a terminal in Barstow.

14 MR. LARRY JONES: I don't know of any change in his
15 status at all. In fact, there was no mention of any change
16 in the handling of the traffic in that area. How he gets
17 his freight down, I am not familiar with it, but I don't
18 know of any changes.

19 MR. WYATT: Well, do you intend to continue the present
20 operation under Desert Express, in the upper Desert, Barstow-
21 Victorville-Apple Valley Area?

22 MR. LARRY JONES: Definitely, yes.

23 MR. WYATT: Now, the Blythe operation, I see no mention
24 of it in here.

25 Is it the Company's intention to include the Blythe
26 operation in this change?

1 MR. LARRY JONES: Yes. I think it refers to all
2 California terminals in this letter.

3 MR. WYATT: Will that Blythe operation continue to
4 operate under Desert Express as it is operating currently
5 under Western?

6 MR. LARRY JONES: Yes.

7 MR. WYATT: You will maintain an office staff under
8 Desert Express?

9 MR. LARRY JONES: That's correct.

10 MR. WYATT: I have nothing further.

11 CHAIRMAN RAMPY: Are there any questions from any of
12 the panel members of Local 467? Let's go to Local 70.

13 They said they wanted to wait to hear from the other
14 locals.

15 MR. SARMENTO: I have three or four questions that I
16 want to ask. I want to ask the Company, first. On the June
17 24th meeting in Los Angeles with the Company, we asked you
18 at that time in what area, in what County in the Bay Area
19 would you have the terminal built?

20 Do you have any idea in what County you are going to
21 put the terminal in?

22 MR. LARRY JONES: No. That was the purpose of bringing
23 Local 85 in here.

24 In fact, it is strongly indicated that we own property
25 in San Francisco, and it has been closed for years, and at
26 this point they are strongly considering opening up in San

1 Francisco, and the Desert property would be located in
2 San Francisco. I can't give you the location.

3 MR. SARMENTO: You have no idea when? If the Committee
4 grants you the rights to change, do you have any idea when
5 you will open the terminal?

6 MR. LARRY JONES: I assume the Committee will give us
7 a "not before" date, but I will say 90 to 120 days.

8 CHAIRMAN RAMPY: You haven't come up with a suggested
9 date yet?

10 MR. LARRY JONES: I would ask by October 1.

11 MR. SARMENTO: The Company gave us the impression that
12 they were going to open a terminal in Alameda County. For
13 that reason we didn't object. For this reason that the
14 Company is considering opening the company in San Francisco,
15 I want it on the record, even though it is moving outside
16 Alameda County, that the Desert Express employees and the
17 Western Gillette employees in Oakland should have the right
18 to move to the terminal, and I take the same position that
19 Local 208 takes, that a master seniority list should be
20 kept by the Company, so my people will not be laid off in
21 case one Company or the other will take the flow of freight
22 from here to Los Angeles.

23 I thought the Company was sincere when they said they
24 were going to open a terminal in Alameda County, and that is
25 why we didn't object.

26 Number two, I have to refer this to the Committee because

1 the Committe made the decision, and I think it is Mr. Fullmer,
2 and I want to stress a little bit more the point the Local
3 from the Office Workers brought up.

4 In the decision you made in 1968 when the Companies were
5 severed, the individuals did not go back to the Companies.
6 They say they need only five employees here at Local 208 to
7 go back to Desert Express, and there are two or three of
8 them left. Under this decision, the seniority will start
9 from the date they transferred to Western Gillette.

10 I would like the Committee to consider that if these
11 individuals don't move, that they still carry the full
12 seniority from the day they were hired, the hiring date of
13 Desert Express.

14 I think the Committee will have to take that into
15 consideration.

16 CHAIRMAN RAMPY: We have got it.

17 MR. FULLMER: I take it, your first position is urging
18 a merged list as did Local 208 and Local 357, and as a secondary
19 position, that in the event the merged seniority lists are
20 unmerged, so to speak, as suggested by the decision in the
21 previous case, that if there are insufficient jobs at the
22 new Desert Express operation to absorb all of the former
23 Desert Express people, that consideration be given to giving
24 those former Desert Express people who aren't absorbed in
25 the new Desert Express operation a right to convert their
26 seniority to Western Gillette's seniority greater than what

1 the previous change indicated?

2 MR. SARMENTO: Yes.

3 MR. FULLMER: Okay.

4 MR. SARMENTO: That is all I have.

5 CHAIRMAN RAMPY: Are there any questions by the panel
6 members of Local 70?

7 Local 468, do you have anything else?

8 MR. FREITAS: Ernie Freitas, for Local 468. I would
9 like to ask the Company, that due to the fact that they are
10 coming up with another change, and they are requesting that
11 two line drivers be moved to Fresno, and hearing the statement
12 that was made here, that this terminal will now be called
13 "Desert Express" in this following change, the line drivers
14 that moved from Oakland to Fresno, what company will they
15 be working for, Desert Express or Western Gillette?

16 CHAIRMAN RAMPY: Can you answer that, Larry?

17 MR. LARRY JONES: The question, as posed here, they will
18 be Western Gillette line drivers, domiciled at Fresno.

19 MR. FREITAS: But yet you say the terminal will be
20 called Desert Express?

21 MR. LARRY JONES: That has nothing to do with these
22 two line drivers. We have drivers based where we don't have
23 any terminals.

24 MR. MELTON: Larry, are these two drivers that are
25 going to be proposed to be domiciled at Fresno, will they be
26 pulling interstate freight in connection with your relay east?

1 MR. LARRY JONES: Yes.

2 MR. FREITAS: This still leaves me in the dark. I have
3 one other request of the Committee.

4 Although in the '68 change, we did not have any people
5 working for Desert Express, but at this time due to the
6 change that is coming up again with Western Gillette, I would
7 like the Committee to consider and give the opportunity to
8 two line drivers in Oakland. Being that Western Gillette is
9 moving out all line drivers in toto, I would like at this
10 time to make the request that our Oakland line drivers also
11 have the opportunity in this change to move to Los Angeles
12 and possibly run line from Los Angeles to Oakland or
13 San Francisco, wherever there terminal is opened up, with
14 their full, dovetailed seniority rights.

15 MR. APELBAUM: Mr. Chairman, I asked the Company a
16 question previously how they are going to move that odd box,
17 and the Company said they are going to leave it lay.

18 I also asked the Company how they were going to move
19 the extra freight on and above the schedules that were in
20 there and they said they would consider leaving it lay.
21 I never got an answer, but Local 224 gave me the answer.

22 Local 224 asked this Committee here to give them the
23 right to let the Western Gillette extra board pull any extra
24 schedules out of Los Angeles for Desert Express on and above
25 the five men that they are going to put in there on the bids.

26 Now, in this next change that is coming up, where the

1 Company wants to redomicile the nine people that we have
2 in Oakland, and I want the Committee to bear this in mind,
3 Oakland is the head haul for the interstate freight. They
4 pick up the freight in the Bay Area that goes east. We are
5 the head haul. We are not in the middle. I want the
6 Committee to take that into consideration and look a little
7 bit ahead here on this next change that we have coming. As
8 the President of my local has stated here, we would like to
9 have the opportunity for these men being moved in a dovetail.
10 I am going to go a little bit further. I am going to say
11 that I think the Company ought to, at least, leave two men
12 in Oakland and move them over then to the Desert Express
13 operation and we would be willing to let the Local 468 men
14 pull the freight on and above that freight that Desert Express
15 has got out of Western Gillette's yard, because there is going
16 to be a little conflict here.

17 Friday Melton asked the question about the two men that
18 are going to be moved to Fresno, "Where are they going to run
19 to." Friday said, "Are they going to pull interstate freight,"
20 and the Company said, "Yes."

21 Mr. Chairman, in the next change, and you will hear it,
22 and these two men that the Company are going to put in Fresno,
23 are either going to run LA-Kingman or to the Bay Area. That
24 is in the middle. That is not the head haul.

25 I am asking the Committee at this time to take a good
26 hard look at this, because in the next change, Local 468 has

1 a possibility of its losing nine men and I would like the
2 Committee to take that into consideration.

3 I thank you very much for your patience, although you
4 don't have much.

5 MR. FREITAS: The nine men means the full, total line
6 operation.

7 MR. FULLMER: You are suggesting in percentage terms
8 it is considerably more shocking than just total numbers?

9 MR. APELBAUM: Don't give us that, barrister.

10 CHAIRMAN RAMPY: Does the Company have anything to add?

11 MR. LARRY JONES: No.

12 CHAIRMAN RAMPY: Do any of the local unions have anything
13 further?

14 MR. WYATT: I have one question.

15 Since Blythe was not formerly under the Desert juris-
16 diction, is it your position that those employees of Western
17 at Blythe will go over to Desert with full Western seniority?

18 MR. LARRY JONES: Yes.

19 MR. WYATT: That is all I have.

20 CHAIRMAN RAMPY: Leonard?

21 LEONARD ANDRADE: I don't mean to drag this out, but this
22 Case 8-8-3917, Mr. Fullmer read the decision. In this
23 decision, like I said, I don't mean to drag it out, but in
24 this decision I would like to point out --

25 MR. FULLMER: The Court Reporter read it. I probably
26 made it.

1 MR. LEONARD ANDRADE: It states as follows:

2 "In 8-8-3917, I move that the Operational Change
3 be approved as filed and clarified on the record.
4 Under the provisions of Article 5, Section 7 of
5 the National Master Freight Agreement, it is the
6 determination of this Committee that seniority be
7 dovetailed as proposed, provided that with regard
8 to Local 224, this dovetailed seniority will be
9 exercised only as to vacancies, openings, and
10 extra board until the next annual bid. In the
11 event permanent authority is denied, then the
12 dovetailed lists shall be separated as they were
13 before the change and former Desert Express
14 employees shall have seniority with Western Gillette
15 only from the first day worked for Western Gillette."

16 Now, in the event that the Company is denied the
17 permanent authority and the Company sees fit to send these
18 men back to Western Gillette, we still request that any
19 opening at Desert be afforded to the master list of
20 line drivers to go --

21 MR. FULLMER: Your position now is the same as the
22 other locals, that you would first favor offering Desert
23 Express openings to the master list?

24 MR. LEONARD ANDRADE: Yes.

25 CHAIRMAN RAMPY: Okay.

26 Pete?

1 MR. CANCELLA: Is San Jose's terminal going to continue
2 to operate as Western Gillette?

3 MR. LARRY JONES: I didn't get that.

4 MR. CANCELLA: Is the San Jose terminal going to continue
5 to operate as Western Gillette?

6 MR. LARRY JONES: No. I think the letter states clearly
7 that the terminals in California will become a part of Desert.

8 CHAIRMAN RAMPY: Are there any further statements from
9 any of the parties?

10 Executive session.

11 (Executive session.)

12 MR. FULLMER: Mr. Chairman, in Case No. 8-70-5375, I
13 move that the Company's proposal to establish a separate
14 intrastate operation to be known as Desert Express be approved
15 as clarified by the Company on the record.

16 The Master Seniority Lists as prepared and submitted by
17 the Company showing the dovetailed seniority resulting from
18 the merger in 1968 shall be utilized as the basis for bidding
19 the positions on the Desert Express operations in each area
20 (one time only).

21 Additional jobs, if any, available within one year of
22 the original effective date shall be bid from said lists in
23 the same manner.

24 For a period of one year after said original effective
25 date, the employees who bid the Desert Express positions shall
26 retain seniority rights with Western Gillette but may utilize

1 such rights only in the event they are issued letters of
2 layoff from Desert Express.

3 After said one-year period they shall no longer have
4 the right to return to Western Gillette but Western Gillette
5 shall be required to offer laid-off Desert Express people
6 employment ahead of new hires, one offer per employee being
7 sufficient.

8 Regardless of the actual location of the Desert Express
9 Terminal to be located in the Bay Area, the Oakland employees
10 shall be offered employment ahead of new hires.

11 This change shall not be placed in effect sooner than
12 September 15th, 1970.

13 The decision in JWAC Change of Operations Case #8-8-3917
14 is hereby expressly modified to the extent that it refers to
15 complete separation of seniority lists if permanent authority
16 is denied.

17 MR. CHANEY: I second it.

18 (Motion carried.)

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Murray*

TEAMSTER LOCAL NO. 70

BEFORE THE JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

PROCEEDINGS OF THE
MULTI-CONFERENCE CHANGE OF OPERATIONS COMMITTEE
in
CASE # MC-CO-15-8/70

Del Webb TowneHouse
San Francisco, California
August 11 and 12 1970

Reported by:

E. D. CONKLIN

E. D. CONKLIN
Certified Shorthand Reporter
110 BUTTER STREET
SAN FRANCISCO 4
GARFIELD 1-3984



1
2 BEFORE THE JOINT WESTERN AREA COMMITTEE
3 WESTERN STATES AREA MASTER FREIGHT AGREEMENT
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5

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7 PROCEEDINGS OF THE
8 MULTI-CONFERENCE CHANGE OF OPERATIONS COMMITTEE

9 in

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14
15 Del Webb TowneHouse
16 San Francisco, California
17 August 11 and 12 1970
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25 Reported by:

26 E. D. CONKLIN

1 CASE # MC-CO -15-8/70 AUGUST 11 1970 5:15 P.M.

2 CONSOLIDATED FREIGHTWAYS, and

3 LOCAL 2, Butte, Montana;	LOCAL 364, South Bend, Ind.;
LOCAL 7, Kalamazoo, Michigan;	LOCAL 371, Rock Island, Ill.;
4 LOCAL 20, Toledo, Ohio;	LOCAL 413, Columbus, Ohio;
LOCAL 24, Akron, Ohio;	LOCAL 414, Fort Wayne, Ind.;
5 LOCAL 40, Mansfield, Ohio;	LOCAL 423, Aurora, Ill.;
LOCAL 41, Kansas City, Mo.;	LOCAL 439, Stockton, Calif.;
6 LOCAL 45, Great Falls, Mont.;	LOCAL 448, Missoula, Mont.;
LOCAL 56, Sheboygan, Wisc.;	LOCAL 460, St. Joseph, Mo.;
7 LOCAL 70, Oakland, California;	LOCAL 467, San Bernardino, Cal.;
LOCAL 75, Green Bay, Wisc.;	LOCAL 468, Oakland, Calif.;
8 LOCAL 81, Portland, Oregon;	LOCAL 483, Boise, Idaho;
LOCAL 85, San Francisco, Calif.;	LOCAL 486, Saginaw, Mich.;
9 LOCAL 89, Louisville, Ky.;	LOCAL 492, Albuquerque, N.M.;
LOCAL 100, Cincinnati, Ohio;	LOCAL 524, Yakima, Wash.;
10 LOCAL 104, Phoenix, Ariz.;	LOCAL 533, Sparks, Nev.;
LOCAL 135, Indianapolis, Ind.;	LOCAL 544, Minneapolis, Minn.;
11 LOCAL 147, Des Moines, Iowa;	LOCAL 551, Lewiston, Idaho;
LOCAL 148, Wenatchee, Wash.;	LOCAL 556, Walla Walla, Wash.;
12 LOCAL 150, Sacramento, Calif.;	LOCAL 563, Appleton, Wisc.;
LOCAL 180, Los Angeles, Calif.;	LOCAL 580, Lansing, Mich.;
13 LOCAL 190, Billings, Mont.;	LOCAL 600, St. Louis, Mo.;
LOCAL 200, Milwaukee, Wisc.;	LOCAL 627, Peoria, Ill.;
14 LOCAL 208, Los Angeles, Calif.;	LOCAL 690, Spokane, Wash.;
LOCAL 222, Salt Lake City, Utah;	LOCAL 710, Chicago, Ill.;
15 LOCAL 224, Los Angeles, Calif.;	LOCAL 741, Seattle, Wash.;
LOCAL 235, Orange, Calif.;	LOCAL 779, Lexington, Ky.;
16 LOCAL 238, Cedar Rapids, Iowa;	LOCAL 838, Pasco, Wash.;
LOCAL 245, Springfield, Mo.;	LOCAL 883, Hood River, Ore.;
17 LOCAL 287, San Jose, Calif.;	LOCAL 916, Springfield, Ill.;
LOCAL 299, Detroit, Mich.;	LOCAL 957, N. Dayton, Ohio;
18 LOCAL 301, Waukegan, Illinois;	LOCAL 961, Denver, Colo.;
LOCAL 307, Casper, Wyo.;	LOCAL 983, Pocatello, Idaho;
19 LOCAL 313, Tacoma, Wash.;	LOCAL 554, Omaha, Nebr.;
LOCAL 324, Salem, Oregon;	LOCAL 670, Ontario, Ore.
20 LOCAL 332, Flint, Mich.;	

21 MULTI-CONFERENCE CHANGE OF OPERATIONS COMMITTEE

22 UNION COMMITTEE:

23 WESTERN CONFERENCE:
24 ROBERT RAMPY, Chairman
VERNE MILTON

25 CENTRAL STATES CONFERENCE:
26 STAN STANHOPE
ROY WILLIAMS

EMPLOYER COMMITTEE:

WESTERN CONFERENCE:
NATHAN J. FULLMER
HAROLD JOHNSON

CENTRAL STATES CONFERENCE:
HAROLD MELTON
LARRY JONES

— — —

1 APPEARANCES:

2 ON BEHALF OF THE COMPANY:

3 CHARLES DICKMAN
4 DICK KLINE
5 RALPH HOSELY
6 BILL McCANN

BOB STETSON
JIM SCHLUETER
GLEN JEWETT
EVRETT STEPHENS

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- 23 JACK WINES and FRANK D. WILSON, Teamster Local 467,
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26 Local 468, 40 Hegenberger Place, Oakland, California
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11 GUY LEGG, Teamster Local 957, 1440 Milburn Avenue,
12 North Dayton, Ohio 45404

13 HARRY BATH, Teamster Local 961, 3245 Eliot Street,
14 Denver, Colorado 80211

15 AL HILL, Teamster Local 983, Post Office Box 1085,
16 Pocatello, Idaho 83201

17 BERT PARKER, Teamster Local 554, Post Office Box 746,
18 Omaha, Nebraska 68101

19 CLIFF REED, Teamster Local 670, Ontario, Oregon

20 JOE BANE, Teamster Local 614, Pontiac, Michigan

21 J. W. MORRILL, Joint Council No. 38

22 NORMAN ("BLACKIE") CLARK, Teamster Local 542, San Diego,
23 California

24 TOMMY MORRIS, Teamster Local 357, 1616 W. Ninth Street,
25 Room 102, Los Angeles, California 90015

26 ROBERT PORTER, Teamster Local 224, 1616 W. Ninth Street,
Room 322, Los Angeles, California 90015.

BERNARD W. VOLKOFF, Teamster Local 357, 1616 W. Ninth
Street, Room 102, Los Angeles, California 90015

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P R O C E E D I N G S

CHAIRMAN RAMPY: All right, Gentlemen. We shall call the meeting to order.

Before we start, may I say that you are all aware that we have a large agenda here involving many Local Unions. There are 70-some-odd Unions. And if each one of you took ten minutes to debate the issues, you can see how long we would be in session. So when you do speak for your Local Union, let's hold it to one speaker and let's not repeat yourself.

When we come around to ask the Local Unions for the identity of their representatives, at that time I would like to ask you whether you have a protest or no protest. If you are protesting, we shall come back to you so that we may have your statement of protest on the record.

It will take awhile to complete the calling of the roll. So when I call the Local Union numbers, please state your full name so that we have as neat a record as we can.

So we shall go on the record in Case # MC-CO-15-8/70: Consolidated Freightways and numerous Local Unions.

The Union Panel for the West will be: Rampy and Milton. The Union Panel for the Central States will be: Stanhope and Ray Williams.

MR. FULLMER: The Employer Panel from the West: Fullmer and Harold Johnson. The Employer Panel from the Central States: Melton and Larry Jones.

CHAIRMAN RAMPY: Will the parties now state their names for

1 the record.

2 For Consolidated Freightways?

3 MR. DICKMAN: Dickman, Kline, Hosely, McCann, Stetson,
4 Stephens, Jewett and Schlueter.

5 CHAIRMAN RAMPY: I shall now call the roll of the Local
6 Unions. As I stated, state your name and whether you have a
7 protest or no protest.

8 Local No. 2, Butte, Montana.

9 MR. BOSSMAN: Protest.

10 CHAIRMAN RAMPY: Local 7, Kalamazoo, Michigan.

11 (No response.)

12 CHAIRMAN RAMPY: The record will show no response.

13 Local 20, Toledo, Ohio.

14 (No response.)

15 CHAIRMAN RAMPY: Let the record show no appearance.

16 Local 24, Akron, Ohio.

17 (No response.)

18 CHAIRMAN RAMPY: The record will show no appearance.

19 Local 34, Battle Creek, Michigan.

20 (No response.)

21 CHAIRMAN RAMPY: The record will show no appearance.

22 Local 40, Mansfield, Ohio.

23 (No response.)

24 CHAIRMAN RAMPY: The record will show no appearance.

25 Local 41, Kansas City, Missouri.

26 (No response.)

1 CHAIRMAN RAMPY: The record will show no appearance.
2 Local 45, Great Falls, Montana.
3 (No response.)
4 CHAIRMAN RAMPY: Let the record show no appearance.
5 Local 56, Sheboygan, Wisconsin.
6 (No response.)
7 CHAIRMAN RAMPY: The record will show no appearance.
8 Local 70, Oakland, California.
9 MR. RODGERS: Bill Rodgers and Ed Painter. Protest.
10 CHAIRMAN RAMPY: Local 75, Green Bay, Wisconsin.
11 (No response.)
12 CHAIRMAN RAMPY: Let the record show no appearance.
13 Local 81, Portland, Oregon.
14 MR. ALEXANDER: Protest.
15 CHAIRMAN RAMPY: Local 85, San Francisco.
16 MR. DIVINY: Protesting.
17 CHAIRMAN RAMPY: Local 89, Louisville, Kentucky.
18 (No response.)
19 CHAIRMAN RAMPY: The record will show no appearance.
20 Local 100, Cincinnati, Ohio.
21 MR. AGNAR: No protest, but a point of clarification.
22 CHAIRMAN RAMPY: Thank you.
23 Local 104, Phoenix.
24 MR. MANNING: No protest.
25 CHAIRMAN RAMPY: Local 135, Indianapolis, Indiana.
26 MR. ROBERTS: No protest.

1 CHAIRMAN RAMPY: Thank you.

2 Local 147, Des Moines, Iowa.

3 MR. KIRCHBAUM: No protest, but there is an argument over
4 jurisdiction which I think can be settled here between 147 and
5 555.

6 MR. STANHOPE: No protest to the change?

7 MR. KIRCHBAUM: No.

8 CHAIRMAN RAMPY: Thank you.

9 Local 148, Wenatchee, Washington.

10 (No response.)

11 CHAIRMAN RAMPY: Let the record show that there is no ap-
12 pearance.

13 Local 150, Sacramento.

14 MR. TOBIN: Clarification.

15 CHAIRMAN RAMPY: Local 180, Los Angeles.

16 MR. SHEPHERD: Protest.

17 CHAIRMAN RAMPY: Local 190, Billings, Montana.

18 MR. COWEN: Protest.

19 CHAIRMAN RAMPY: Local 200, Milwaukee, Wisconsin.

20 (No response.)

21 CHAIRMAN RAMPY: Let the record show that there is no ap-
22 pearance.

23 Local 208, Los Angeles.

24 MR. BLACKMORE: 208 protests.

25 CHAIRMAN RAMPY: 222, Salt Lake City.

26 MR. CHANEY: Protest.

1 CHAIRMAN RAMPY: 224, Los Angeles.

2 MR. DENCH: No protest.

3 CHAIRMAN RAMPY: Local 235, Orange, California.

4 MR. GADDIS: No protest.

5 CHAIRMAN RAMPY: Local 238, Cedar Rapids, Iowa.

6 (No response.)

7 CHAIRMAN RAMPY: Let the record show that there is no ap-
8 pearance.

9 Local 245, Springfield, Missouri.

... 10 MR. DeBerry : No protest.

11 CHAIRMAN RAMPY: Local 287, San Jose.

12 MR. CANCELLA: Clarification.

13 CHAIRMAN RAMPY: Thank you.

14 Local 299, Detroit.

15 MR. STANHOPE: Ralph Proctor. No protest.

16 CHAIRMAN RAMPY: Local 301, Waukegan, Illinois.

17 (No response.)

18 CHAIRMAN RAMPY: Let the record show no appearance.

19 Local 307, Casper, Wyoming.

20 MR. SPEARS: Clarification.

21 CHAIRMAN RAMPY: Local 313, Tacoma, Washington.

22 MR. PHAIR: No protest.

23 CHAIRMAN RAMPY: 324, Salem, Oregon.

24 (No response.)

25 CHAIRMAN RAMPY: Let the record show that there is no ap-
26 pearance.

1 Local 325, Rockford, Illinois.

2 (No response.)

3 CHAIRMAN RAMPY: Let the record show that there is no ap-
4 pearance.

5 Local 332, Flint, Michigan.

6 (No response.)

7 CHAIRMAN RAMPY: Let the record show that there is no ap-
8 pearance.

9 Local 364, South Bend, Indiana.

10 MR. MAAHS: Protest.

11 CHAIRMAN RAMPY: Local 371, Rock Island, Illinois.

12 (No response.)

13 CHAIRMAN RAMPY: Let the record show that there is no ap-
14 pearance.

15 Local 413, Columbus, Ohio.

16 (No response.)

17 CHAIRMAN RAMPY: Let the record show that there is no ap-
18 pearance.

19 Local 414, Fort Wayne, Indiana.

20 MR. SCOTT: No protest.

21 CHAIRMAN RAMPY: Thank you.

22 Local 423, Aurora, Illinois.

23 (No response.)

24 CHAIRMAN RAMPY: Let the record show that there is no ap-
25 pearance.

26 Local 439, Stockton, California.

1 MR. DIXON: Clarification.

2 CHAIRMAN RAMPY: Local 448, Missoula, Montana.

3 (No response.)

4 CHAIRMAN RAMPY: Let the record show that there is no ap-
5 pearance.

6 Local 460, St. Joseph, Missouri.

7 MR. ALLEN: No protest.

8 CHAIRMAN RAMPY: Local 467, San Bernardino, California.

9 MR. WINES: Clarification.

10 CHAIRMAN RAMPY: Local 468, Oakland, California.

11 MR. VERCESI: Protest.

12 CHAIRMAN RAMPY: Local 483, Boise, Idaho.

13 MR. FARRIS: Protest.

14 CHAIRMAN RAMPY: Local 486, Saginaw, Michigan.

15 MR. ARMSTRONG: Protest.

16 CHAIRMAN RAMPY: Local 492, Albuquerque, New Mexico.

17 MR. JONES: No protest.

18 CHAIRMAN RAMPY: Local 524, Yakima, Washington.

19 (No response.)

20 CHAIRMAN RAMPY: Let the record show no appearance.

21 Local 533, Sparks, Nevada.

22 MR. CUMMINS: Clarification.

23 CHAIRMAN RAMPY: Local 544, Minneapolis, Minnesota.

24 MR. COLLIER: No protest. Clarification, though.

25 CHAIRMAN RAMPY: Local 551, Lewiston, Idaho.

26 (No response.)

1 CHAIRMAN RAMPY: Let the record show that there is no ap-
2 pearance.

3 Local 556, Walla Walla, Washington.

4 (No response.)

5 CHAIRMAN RAMPY: Let the record show that there is no ap-
6 pearance.

7 Local 563, Appleton, Wisconsin.

8 (No response.)

9 CHAIRMAN RAMPY: Let the record show that there is no ap-
10 pearance.

11 Local 580, Lansing, Michigan.

12 (No response.)

13 CHAIRMAN RAMPY: Let the record show that there is no ap-
14 pearance.

15 Local 600, St. Louis, Missouri.

16 (No response.)

17 CHAIRMAN RAMPY: Let the record show that there is no ap-
18 pearance.

19 Local 627, Peoria, Illinois.

20 (No response.)

21 CHAIRMAN RAMPY: Let the record show no appearance.

22 Local 690, Spokane.

23 MR. OLDS: Protest.

24 CHAIRMAN RAMPY: Local 710, Chicago, Illinois.

25 MR. KELLY: Local 710 has no protest to the major change
26 of this operation which is going from sleeper to relay, but we

1 do have some points that we would like to discuss later on
2 seniority and some clarification.

3 CHAIRMAN RAMPY: No protest. Clarification.

4 MR. KELLY: There is no protest to the basic part of this
5 operation which is going from sleeper to single-man, but we do
6 have some protest in Parts 3 and 4. There is something to be
7 clarified for the record.

8 CHAIRMAN RAMPY: OK. Fine. Thank you.

9 741, Seattle, Washington.

10 MR. YOUNGBLOOD: Martin, Fenton, Trimble and Youngblood.
11 Protest.

12 CHAIRMAN RAMPY: 779, Lexington, Kentucky.

13 (No response.)

14 CHAIRMAN RAMPY: Let the record show that there is no ap-
15 pearance.

16 Local 839, Pasco, Washington.

17 MR. SARVER: No protest.

18 CHAIRMAN RAMPY: Local 883, Hood River, Oregon.

19 (No response.)

20 CHAIRMAN RAMPY: Let the record show that there is no ap-
21 pearance.

22 Local 916, Springfield, Illinois.

23 (No response.)

24 CHAIRMAN RAMPY: Let the record show that there is no ap-
25 pearance.

26 Local 957, North Dayton, Ohio.

1 out the sleeper operation in Consolidated Freightways. This in-
2 cludes the intra-West Sleeper Operations that we have as well as
3 a sleeper operation out of Akron to New England.

4 I would like, Mr. Chairman, if I may, to go through the
5 paper that was sent to all the Unions. After this was sent out
6 to all the Unions, we had meetings with them and consequently
7 there have been a few changes of which the Unions involved are
8 aware. And if it is all right with the Chair, I would like to go
9 through these and point them out to the other people so that they
10 would be aware of what these changes are.

11 The first one occurs on Page 2 of the writeup.

12 As a result of a meeting held involving Chicago and the runs
13 that go to and from Chicago into Michigan we are scratching the
14 portion of this change referring to Detroit, Michigan; Saginaw,
15 Michigan; Battle Creek, Michigan; Kalamazoo, Michigan; Flint,
16 Michigan, and Lansing, Michigan.

17 MR. MELTON: Go over those again, will you.

18 MR. DICKMAN: Detroit. Saginaw. Battle Creek. Kalamazoo.
19 Flint. And Lansing.

20 On Page 3 of the writeup, the paragraph describing the Butte,
21 Montana operation is to be scratched.

22 In the paragraph outlining the operation at Spokane, Washing-
23 ton, on the tenth line down a sentence begins: "On loads over
24 and above three (3) per dispatch day moving between Butte and
25 Apokane, the Company may run them on a meet and turn basis with
26 Butte-based drivers meeting Spokane-based drivers at a common

1 point. If Butte is out of power, Spokane-based drivers may be
2 dispatched to Butte." This is scratched.

3 MR. YOUNGBLOOD: How much is scratched, Chuck?

4 MR. DICKMAN: There are two sentences, Clarence. Starting
5 "On loads over and above three (3)", that sentence; and the fol-
6 lowing sentence, which starts out "If Butte is out of power,. . ."
7 Those two sentences are scratched.

8 At the bottom of this paragraph involving Spokane, we add
9 the sentence: "Drivers will run to and from Butte, Montana and
10 may be dispatched via Missoula, Montana."

11 At the bottom of Page 3, you will find a paragraph outlining
12 the Salt Lake City operation. On Line 4 it reads: ". . . may
13 be dispatched via Idaho point [singular]." That should be
14 plural. That should be "points."

15 That is, Line 4 of the Salt Lake City paragraph, which reads:
16 ". . . may be dispatched via Idaho points." There should be an
17 s after the word "point" to make it plural.

18 Now to Page 5, if you will, please.

19 On Page 5, in the paragraph "Portland-Lewiston Operation",
20 which is the fifth paragraph down, the second line reads
21 "Lewiston, Idaho points via Kennewick, . . .". And that should
22 be "via Walla Walla".

23 CHAIRMAN RAMPY: It should be "via Walla Walla".

24 MR. DICKMAN: It should be "via Walla Walla" instead of
25 "via Kennewick."

26 MR. STANHOPE: It is "Lewiston, Idaho via Kennewick,

1 Washington."

2 CHAIRMAN RAMPY: It doesn't have the word "points" in there,
3 Dickman. The "Portland-Lewiston Operation"?

4 MR. DICKMAN: That's right. That's correct.

5 All right. The next one is a paragraph that has been added
6 which I have given to the Reporter and to the Panel. And it
7 would read as follows:

8 "Seattle-Yakima Operation."

9 "Presently we have one bid turnaround run per day, five days
10 per week, between Seattle and Yakima being run with a Seattle-
11 based driver. The Company proposes to cancel this run and move
12 the freight on existing operation or with Yakima-based drivers."

13 That would be added to Page 5. This is an add-to.

14 MR. BLACKMORE: Read that again.

15 MR. DICKMAN: I have copies of it here.

16 CHAIRMAN RAMPY: "Seattle-Yakima Operation".

17 MR. DICKMAN: Now, the third paragraph on Page 5 is entitled
18 "Spokane-Butte Operation". This paragraph is to be deleted.

19 MR. STANHOPE: "Seattle-Spokane Operation"?

20 MR. DICKMAN: "Spokane-Butte Operation". That is out.

21 The third paragraph on Page 5, which is entitled "Spokane-
22 Butte Operation", is to be deleted.

23 If you will turn now to Page 6, we have some changes in the
24 "ESTIMATED DRIVER DISPERSEMENT".

25 The first one is the domicile of Butte; and the men listed
26 across the page are to be scratched.

1 MR. YOUNGBLOOD: The whole deal?

2 MR. DICKMAN: Yes.

3 The next one is: the Chicago dispersement should read as
4 follows:

5 Presently on this sheet it shows 354 men. It should be 360
6 in Column 1.

7 In Column 2, it shows 306 and it should be 310.

8 In Column 3, it shows 21 and it should be 22.

9 In Column 4, it shows 285 and it should be 288.

10 The next one is Salt Lake City. Column 1 shows 20 and it
11 should be 21.

12 Column 2 shows 6 and it should be 8.

13 Column 3 shows 72 and that is correct.

14 And in the last column, "+ 66" should be "+ 64".

15 The next change is Seattle. The first column shows 25 and
16 it should be 34.

17 The second column shows 6 and it should be 8.

18 The third column shows 0 and it should be 2.

19 And the fourth column shows 5 and it should be 6.

20 The next change is Spokane. In Column 1, 12 is correct.

21 Column 2, 3 is correct. Column 4, 5 should be changed to 17.

22 MR. BOSSMAN: On which column?

23 MR. DICKMAN: Column 5.

24 MR. BOSSMAN: What is it changed to?

25 MR. DICKMAN: 17.

26 And the last column shows a 2. It should be 14.

1 The other change is that we would like this to become effec-
2 tive on or after October the 5th.

3 MR. VERCESI: Mr. Chairman?

4 CHAIRMAN RAMPY: Yes, Jerry.

5 MR. VERCESI: I see on SFO it shows 123. I have a seniority
6 list that lists 133 men. They just sent me the seniority list
7 August the 3rd.

8 MR. DICKMAN: When this was written up, Jerry, I don't know.
9 We can change it because I don't think it has effect on the other
10 columns. But I think that you are correct and we should change
11 it to the 133.

12 MR. VERCESI: I just want to keep the record straight.

13 MR. DICKMAN: Right.

14 MR. OLDS: Mr. Chairman, on Spokane, they list 12 and I
15 have a seniority list that lists 14.

16 CHAIRMAN RAMPY: The Company?

17 MR. DICKMAN: I think Mike's list is correct. There are
18 two men on layoff that were missed when this was typed up. So
19 there are 14 men in Spokane.

20 MR. STANHOPE: The rest of it is correct, though?

21 MR. DICKMAN: Yes, the rest of the columns is correct.

22 CHAIRMAN RAMPY: Now may I ask: Did all of you who were
23 making these changes get them? Does anyone want to ask a ques-
24 tion where he made changes?

25 MR. SHEPHERD: Mr. Chairman?

26 MR. STANHOPE: You can tell him if there are more drivers

1 than listed on the present domicile, it will change the effect
2 over here and they will be given the right to domicile.

3 CHAIRMAN RAMPY: I think Gene back there has a question.

4 MR. SHEPHERD: Mr. Chairman, on Page 6, "DRIVERS ADDED" and
5 "DRIVERS DISPLACED", there was a conversation between me and the
6 Company; and I asked the Company to make a stipulation for the
7 record involving Wichita, which some six months ago became part
8 of the transcontinental operation. It does not show here in any
9 form. I want to know where we stand on that.

... 10 MR. DICKMAN: Gene, would you please say that again. I am
11 sorry.

12 MR. SHEPHERD: All I am saying is that you do not show
13 Wichita being involved. Wichita was involved some months ago in
14 the transcontinental operation.

15 My point is: If you are going through your Phase I and so
16 on, Wichita is going to be running in here and we are going to
17 have people that have a right to be displaced here. And which
18 are you going to do?

19 MR. DICKMAN: Wichita is now running into the Bay Area and
20 into the Northwest; and until Phase II comes along, they will
21 continue to run into those areas.

22 MR. SHEPHERD: OK. We will cross the bridge when we talk
23 about moving some people out here, how many people go with it.

24 MR. DIVINY: Mr. Chairman, I want to change my "Protest"
25 to "No Protest". Naturally, I protest anything Consolidated
26 wants because they don't give you anything. After consulting

1 with the Business Agent of the Local Union, I find that they have
2 no protest.

3 CHAIRMAN RAMPY: Change your record, then, to show "No
4 Protest" from Local 85?

5 MR. DIVINY: That's right.

6 MR. TRIMBLE: Mr. Chairman?

7 CHAIRMAN RAMPY: Art?

8 MR. TRIMBLE: We have five Consolidated drivers that are on
9 the north run and they have nothing to do with this change of
10 operation. And we would like to have that so noted at this time.
11 They all have granddaddy rights. They are all from the Oregon
12 operation. They do not show on the board and they are included
13 in this 34.

14 CHAIRMAN RAMPY: Is that correct, Company?

15 MR. DICKMAN: Yes. They are not on the seniority list.

16 MR. STANHOPE: They have granddaddy rights?

17 MR. DICKMAN: Yes. They are not on the seniority list.

18 MR. STANHOPE: Then take them off. You have 29 as to
19 Seattle, then.

20 CHAIRMAN RAMPY: Change Seattle to 29.

21 MR. DICKMAN: Mr. Chairman, if I may, I have also been in-
22 formed of two minor changes in this. They are more like typo-
23 graphical errors than anything, but I think that we should bring
24 them out.

25 On Page 4, "Ontario, Oregon", Line 18. The sentence reads
26 "City is out of drivers, . . .".

1 For consistency's sake, throughout this the word that has
2 been used is "power" and it should have been put in here also in
3 this matter. Change "drivers" to "power".

4 MR. CHANEY: Mr. Chairman, I wasn't clear on the Company's
5 request for this change.

6 MR. DICKMAN: I am sorry, Bob. On the "Ontario, Oregon" the
7 line reads: "City is out of drivers, . . .". That's the way the
8 line starts.

9 Are you with me?

10 MR. CHANEY: Yes.

11 MR. DICKMAN: That word "drivers" should be changed to
12 "power".

13 The second one is an oversight, but I think that the langu-
14 age in the Ontario writeup covers it because we have attempted
15 to duplicate for the purpose of each Local Union looking at their
16 paragraph and telling what the intention is.

17 On the "Portland, Oregon" portion we failed to provide at
18 the end of this that the Portland-based drivers running to
19 Ontario, when Ontario is out of power, could be dispatched via
20 the points that the Ontario drivers would go via running back
21 out of Portland.

22 I think it is minor, but I want it on the record so that we
23 would have it.

24 CHAIRMAN RAMPY: You mean that you would add this at the
25 end of the paragraph?

26 MR. DICKMAN: Yes. It should be: ". . . and via any points

1 as listed under the Ontario change."

2 MR. CHANEY: Chuck, will you repeat that one more time.

3 MR. DICKMAN: Go ahead Bob.

4 CHAIRMAN RAMPY: No. Go ahead Dickman.

5 MR. DICKMAN: As I say, at the end of the Portland paragraph
6 we should say: ". . . and via any points mentioned under the
7 Ontario paragraph."

8 In other words, the Portland drivers would do what the
9 Ontario drivers would do when there are no Ontario drivers avail-
10 able.

11 I think that all Locals have received a copy of this change,
12 and we have had meetings with the Locals and have discussed it.
13 We have made changes based on these discussions.

14 There is one other factor that I think we did not put out
15 and we should do so. We project that at the end of this period,
16 by the time the last sleeper is gone, the following domiciles
17 presently having sleepers will end up with approximately this
18 many men on the board that I am going to state.

19 Please keep in mind that these figures were projected based
20 on business today. But these, we feel, are relatively accurate.

21 Portland: at the end of the changes we will end up with
22 approximately 26 drivers.

23 Minneapolis: we will end up with approximately 36 drivers.

24 Los Angeles: we will end up with approximately 70 drivers.

25 SFO: we will end up with approximately 54 drivers.

26 Kansas City: we will end up with approximately 100 drivers.

1 Wichita: we will end up with approximately 13 drivers.

2 Chicago is in here now. So is AC.

3 MR. SHEPHERD: Hold it, Mister! You say Wichita is going
4 to wind up with how many?

5 MR. DICKMAN: 13.

6 MR. SHEPHERD: You don't have them on here.

7 CHAIRMAN RAMPY: They are not affected in this one, Gene.
8 In Phase I, they are not affected.

9 MR. SHEPHERD: Yes. But I would like to have a figure so
10 we know where we are going.

11 MR. DICKMAN: 25.

12 CHAIRMAN RAMPY: Wichita now has 25?

13 MR. DICKMAN: Yes.

14 MR. STANHOPE: And they are going to end up with 13?

15 MR. DICKMAN: Yes.

16 CHAIRMAN RAMPY: Did everybody get those figures? Do you
17 wish him to go over them again?

18 MR. SHEPHERD: "Minneapolis" or "Indianapolis"?

19 MR. DICKMAN: "Minneapolis".

20 CHAIRMAN RAMPY: Let me go through them again for you.

21 Portland 26. Minneapolis 36. L. A. 70. SFO 54. Kansas
22 City 100. Wichita 13.

23 Now, Dickman, as I understand these figures that you gave
24 us here, when you complete the change and you say that the last
25 sleeper team has pulled his last trip in your final phase, these
26 are approximately the number of drivers that you will have at

1 these points.

2 MR. DICKMAN: That is correct. And this is an estimated
3 figure.

4 CHAIRMAN RAMPY: That is not on this list?

5 MR. DICKMAN: Well, some of these are on this list.

6 CHAIRMAN RAMPY: Some of them are?

7 MR. DICKMAN: Yes. Some of them are on this list. And some
8 of the drivers involved in these domiciles will be affected by
9 Phase I and Phase II and probably Phase III. But by the time the
10 last phase is gone, these boards at these places should be in the
11 neighborhood of these figures.

12 MR. YOUNGBLOOD: Mr. Chairman?

13 CHAIRMAN RAMPY: Yes, Clarence.

14 MR. YOUNGBLOOD: Mr. Chairman, Seattle has three sleeper
15 drivers, but they were not mentioned.

16 What is your projection? After these four phases are over,
17 how many drivers will Seattle have?

18 MR. DICKMAN: Seattle presently, as we show on here, will be
19 reduced by six drivers. The projection indicates that when the
20 phase is over, the board at Seattle would increase by five to
21 six drivers.

22 MR. YOUNGBLOOD: Over the 29, excluding the Alaska drivers?

23 MR. DICKMAN: Correct.

24 MR. YOUNGBLOOD: In other words, we will increase and have,
25 excluding the Alaska drivers, 34 again?

26 MR. DICKMAN: Yes.

1 MR. YOUNGBLOOD: After the fourth phase?

2 MR. DICKMAN: Yes.

3 MR. STANHOPE: But they are coming off in Phase I. Remember
4 that. And they don't go back on till Phase II or Phase III.

5 MR. RODGERS: Mr. Chairman?

6 CHAIRMAN RAMPY: Yes, Billy.

7 MR. RODGERS: When you say "SFO 54", you mean Hayward?

8 MR. DICKMAN: That is correct. Road drivers.

9 MR. DIVINY: What do you mean "SFO"?

10 MR. DICKMAN: That is our terminal at Hayward, Joe. For
11 short we call it the San Francisco-Oakland Terminal. And that
12 is where our road drivers are domiciled and that is our road
13 drivers only. We are not talking about our city people.

14 MR. DIVINY: Are they going to run, then, from right into
15 Hayward the way they do now?

16 MR. DICKMAN: Right. In our proposal here, we propose to
17 use the Hayward-based road drivers to pull to Winnemucca and
18 return either direct to Hayward or via our San Francisco Terminal
19 with freight destined for there and then go on into their Hayward
20 Terminal.

21 Now I have one other thing for this.

22 On Page 1 where it says "Aurora-Central Area Points", there
23 is a problem here in that the break-freight that has been handled
24 at Chicago is in the process of moving to Aurora and therefore
25 these runs in the Central Area going to Aurora will begin to run
26 to Aurora instead of Chicago as the break-freight moves to

1 Aurora.

2 Now, the freight out of Aurora, of course, will continue to
3 function with the Chicago-based drivers until such time as the
4 big change goes into effect; but the change involving the out-
5 lying areas (Cincinnati, Milwaukee, et cetera) that pull to
6 Chicago now will pull to Aurora as the freight coming from their
7 area is now broken over Aurora. So those will continue to go
8 into effect as the transition takes place. But there is no re-
9 domicile of people involved in those particular operations. The
10 question of running from Aurora back, which involves a redomicile,
11 is something that would go into effect when the whole, big change
12 goes into effect.

13 CHAIRMAN RAMPY: Do you have any more?

14 MR. DICKMAN: I think at this point it would be best to hear
15 from the Unions and try to answer whatever questions they pose,
16 if we can.

17 CHAIRMAN RAMPY: Before I call on the Local Unions, does any
18 of the Panel members have any questions that they would like to
19 ask of the Company at this time?

20 MR. HILL: I notice on Page 6, under "ESTIMATED DRIVER
21 DISPERSEMENT", you show no drivers from Pocatello, Idaho. We
22 have at least two drivers that are on the layoff status. I would
23 like to ask the Company: What is their position on these people?

24 MR. DICKMAN: On Pocatello, Idaho, as a road-domicile base
25 Pocatello is not directly affected in this change. I mean, If we
26 run Salt Lake drivers to Pocatello or Great Falls drivers to

1 Pocatello, it is still no different than what is happening now in
2 Pocatello. So the drivers that you have in Pocatello would re-
3 main on layoff status. They are not affected by this change.

4 MR. HILL: How can you say, Chuck, that they are not affected
5 when we have a four-State seniority system in the States of Idaho,
6 Oregon, Montana and Utah?

7 MR. DICKMAN: Al, I think that that is a question that the
8 Committee is going to have to look at and answer in this overall
9 change.

10 MR. HILL: And then for the record I would like the Com-
11 mittee to take into consideration not only two drivers in
12 Pocatello, Idaho, but four drivers. Because the Company has not
13 been consistent in the seniority application in those four States.

14 MR. STANHOPE: How long have the drivers been laid off?

15 CHAIRMAN RAMPY: The question has been asked, Al: How long
16 have the drivers been laid off?

17 MR. HILL: They have been laid off less than the provisions
18 of the time limits in the Contract.

19 MR. STANHOPE: They have been laid off not quite two years,
20 then?

21 MR. HILL: Less than two years. June 10 '68 is what I have
22 here. I only show one man.

23 CHAIRMAN RAMPY: OK. There being no questions from any of
24 the Panel members, we shall call on the Local Unions at this time.

25 Will you please state your name again for the Court Reporter
26 so he has it.

1 I might ask that when any of you wishes to speak, it would
2 be helpful to the Reporter if you would state your name.

3 Local No. 2 has a protest.

4 MR. BOSSMAN: Originally we met in Salt Lake on the requested
5 changes. At that time we had no protest to make. I do wish to
6 protest the proposed change that they are making in their appli-
7 cation.

8 The reason that I was given for it is that there is no
9 housing available in Butte. I made a quick survey in the limited
10 time that I had.

11 Another reason to protest is that we weren't notified in
12 time of the change. I received a call last Friday. I made a
13 quick survey in Butte. I have the assurance of the Mayor, the
14 Chamber of Commerce and the President of the Realtors Association
15 in Butte that there is housing available.

16 It is impossible to come up with homes unless you know what
17 the people are asking for them. Therefore I wish to register
18 this protest against the recent requested change of operation.

19 I would also like to get on the record now that with their
20 proposed change in operations now, they are going to have line
21 drivers in and out of there. I wish to establish again the fact
22 that all short-line runs are being run by P. & D. people in the
23 Butte area and Local 2 does not wish to have that disturbed.

24 CHAIRMAN RAMPY: Joe, would you restate your last statement
25 there. It was not clear.

26 MR. BOSSMAN: With their proposed change in operations now,

1 they are going to have line drivers in and out of there. I wish
2 to establish again the fact that all short-line runs are being
3 run by P. & D. people in the Butte area.

4 CHAIRMAN RAMPY: Thank you.

5 Any question of the members of the Panel of Local 2?

6 MR. STANHOPE: You don't have any drivers now?

7 MR. BOSSMAN: We don't have a one, no.

8 MR. STANHOPE: And you are not getting any under the proposed
9 change?

10 MR. BOSSMAN: No.

11 MR. STANHOPE: That is what you are protesting.

12 MR. BOSSMAN: That is what we are protesting.

13 CHAIRMAN RAMPY: He was offered 12 and then they were taken
14 away from him.

15 Does the Company have any comment that it wishes to make in
16 reference to the protest from Local 2?

17 MR. DICKMAN: We would comment that we did an extensive
18 survey in the town with our people and we did find that there was
19 not adequate housing available for the amount of drivers that
20 would end up in that area. And consequently we made the change
21 and advised the Union of it.

22 CHAIRMAN RAMPY: OK. Fine.

23 MR. BOSSMAN: Mr. Chairman, if it would be of any help, I
24 have documentation. I didn't have enough time to make an ex-
25 tensive survey, but I do have documentation to prove that there
26 is housing available in Butte. In fact, we have some 78 new

1 housing units that will be available as of November 1st.

2 CHAIRMAN RAMPY: All right. If we need it, Joe, we will get
3 it from you.

4 The next one that I show with a protest is Local 70.

5 MR. RODGERS: Mr. Chairman, we protest as far as Hayward,
6 California is concerned on behalf of Local 70. You are going to
7 run the single-man unit from San Francisco to Oakland and go
8 directly from Winnemucca, bypassing the terminal here. You are
9 going to drop the trailers over in San Francisco and then dead-
10 head over to Oakland or pick up empty trailers, or maybe even
11 loaded trailers, and take them over to Hayward. They will be
12 doing local work.

13 But I want to make the protest under the provisions as to
14 what took place today at the Local Pickup and Delivery Committee
15 as to their position on the cases that they heard today, which
16 were all cancelled. And I would like to read a letter to you,
17 Mr. Chairman and the Committee:

18 "Gentlemen:

19 "As you know, Local No. 70 does not recognize the National
20 Master Freight Agreement or any Supplement since none has been
21 signed and this Local has not authorized anyone to sign on its
22 behalf.

23 "We are proceeding with these grievances so as not to
24 jeopardize the interests of individuals, with the understanding
25 as stated in the first paragraph of this letter.

26 Yours very truly,

/s/ A. N. Leishman
A. N. Leishman, Secretary-Treas.

1 /s/ James R. Muniz, President
2 James R. Muniz, President".

3 MR. DIVINY: That should have been signed by Van Bourg.

4 MR. RODGERS: That's right, Joe.

5 CHAIRMAN RAMPY: We will take your letter and it will be
6 entered into the record.

7 Do you have anything further? (No response.)

8 Does any of the Panel members have any questions of Local 70?
9 (No response.)

10 I think he raised a question there, Mr. Dickman. Would you
11 like to answer it at this time?

12 MR. DICKMAN: Yes, I would.

13 It is not our intent to move freight between San Francisco
14 and Oakland. We want to run the road unit in there. They would
15 drop, either pick an empty or bobtail at their own terminal or
16 they would go out in their own fashion; but we are not going to
17 pick up boxes in San Francisco and move them to Oakland, or vice
... 18 versa. It is simply a route-drop pick with a road unit.

19 Other companies in the area are doing it and we feel that we
20 need the flexibility there also.

21 MR. RODGERS: Mr. Chairman?

22 CHAIRMAN RAMPY: Local 70.

23 MR. RODGERS: Mr. Chairman, under the trans-Bay Operation
24 the line drivers have never done our work. They have never dead-
25 headed as far as the boxes were concerned and as far as 85 or 70
26 are concerned. We feel that this is our jurisdiction; that the

1 line drivers should come into the domicile where they belong and
2 the local people do the work.

3 MR. STANHOPE: Do you do it now, Dickman?

4 MR. DICKMAN: No, we do not do it now. We do not have a
5 big-enough terminal at San Francisco at this time to be able to
6 do this. We are in the process of looking for a bigger one and
7 we would like to be able to drop it in there. In fact, Local 70
8 has been notified that when we do get a facility that is big
9 enough, a portion of the work now being done at Hayward by Local
10 70 would be transferred to Local 85. Which is another matter.
11 But in any event, to expedite the present freight now being
12 handled in that area as well as the freight that we intend to
13 put over there, we would like to be able to run the road drivers
14 via the San Francisco Terminal.

15 MR. STANHOPE: Local 70, you have got the membership in
16 Hayward, the City people in Hayward?

17 MR. DICKMAN: Yes.

18 MR. RODGERS: All of Alameda County.

19 MR. STANHOPE: If you were signatory to the National Master,
20 it would protect you.

21 (Cries of "Louder, please" and "It is difficult to hear
22 back here".)

23 CHAIRMAN RAMPY: Yes.

24 Let's hold it down, Fellows, so that they can hear in the
25 back of the room.

26 MR. RODGERS: I would like to answer the gentleman.

1 CHAIRMAN RAMPY: You may.

2 MR. RODGERS: I have never met him.

3 I am Billy Rodgers.

4 MR. STANHOPE: Glad to know you, Billy.

5 MR. RODGERS: And I have been around quite a few years. And
6 I understand the National Master as well as the over-the-road
7 and local operations. I have been acquainted with the operations
8 for years.

9 Local 85 and Local 70 as far as I am concerned are not going
10 to fight one another for jurisdiction. I don't intend to have
11 that happen. But I do want to make myself very clear as to the
12 line operation, because it stated years ago that the line would
13 not supplement the local operation.

14 MR. STANHOPE: That is correct.

15 MR. RODGERS: It was a substandard condition. And this was
16 voiced at one time by Jimmy Hoffa.

17 MR. STANHOPE: That is what I said. Under the National you
18 couldn't run beyond the terminal and then drop a box and go back
19 into that terminal. That would be a violation of the Contract.

20 MR. RODGERS: Right.

21 CHAIRMAN RAMPY: Thank you.

22 The Brother next to you.

23 MR. PAINTER: We are making a protest also on the fact that
24 traditionally and historically all trans-Bay work has been done
25 by local people and not by line operation, bypassing the terminal
26 and return. We think that that should terminate in Hayward and

1 not bypass the terminal in San Francisco.

2 MR. DICKMAN: I would like to answer, if I may.

3 The road run coming from Winnemucca does not go by the Hay-
4 ward Terminal. It would cross the San Francisco Bridge and go
5 down to the terminal which must be somewhere between Millbrae
6 and San Francisco, cross over the San Mateo Bridge to the Hayward
7 Terminal. Going in the other direction, it would follow the same
8 path.

9 It is my understanding from checking with the other com-
10 panies in the area that there are many companies that have road
11 operations that function in this manner.

12 MR. STANHOPE: It doesn't have to go right down the street,
13 Chuck. You can't go beyond the terminal, drop a box and then go
14 back into that terminal. That is city-man's work.

15 MR. DIVINY: That is like saying you go down to the Ferry
16 Building and you go down Market Street instead of Mission.

17 MR. STANHOPE: You can't do it under the Contract. You can
18 ask.

19 MR. DICKMAN: I like your first answer.

20 MR. STANHOPE: OK.

21 CHAIRMAN RAMPY: Billy, do you have something more to say?

22 MR. RODGERS: No, I don't think so, Mr. Chairman. I am
23 satisfied.

24 The only thing I do want to say is to let the Employer know
25 again what Mr. Diviny just stated: that definitely that has been
26 a past practice under the local jurisdiction and it has always

1 been resolved by the International Union to this point.

2 CHAIRMAN RAMPY: Any question by any of the Panel members at
3 this point? (No response.)

4 All right. Local 81.

5 MR. ALEXANDER: Local 81 has about four different parts to
6 this operation; and I wonder if I could take them one at a time
7 and get an answer.

8 CHAIRMAN RAMPY: Yes.

9 MR. ALEXANDER: In the first place, at our prehearing meet-
10 ing in Portland, Oregon we were told that the Company wished to
11 wipe the sleepers out in four different phases. And I do not
12 know the full procedure with which they will do this, so it makes
13 it very hard to explain to the members whether these changes will
14 come this month and then in November and then in February.

15 I wonder if the Company could clarify more of their change.
16 I was under the impression that the sleepers would be wiped out
17 in the operations from Portland to Chicago and Portland to
18 Cleveland and Akron this time. On the next agenda, the sleepers
19 that operate from Portland to Kansas City and Portland to Wichita
20 would be wiped out in the second phase. And the third phase
21 would be the Portland-Minneapolis sleeper and the fourth phase
22 would be the sleepers we have operating solely within the West.

23 I wonder if they could project or forecast something on
24 that.

25 CHAIRMAN RAMPY: Dickman?

26 MR. DICKMAN: Yes.

1 Our proposed schedule is this:

2 We propose that Phase II, which involves the sleeper opera-
3 tion between the Bay Area and Portland on the one hand and
4 Wichita and Kansas City on the other, we would have ready and
5 before the Multi-Conference Committee by February. The portion
6 running from Minneapolis to the Bay Area and to Los Angeles and
7 to the Northwest (Oregon) would be in May.

8 Now, either in Phase II or in Phase III (we have not been
9 able to ascertain yet) we would eliminate the intra-West sleeper
10 operation.

11 MR. ALEXANDER: It may be in the last phase?

12 MR. DICKMAN: Yes. Either February or May.

13 CHAIRMAN RAMPY: Do you say that possibly May would be
14 Phase III?

15 MR. DICKMAN: Correct.

16 Please recognize that these dates are set up on the JWC or
17 the Central States meeting where Multi-Conference changes are
18 heard.

19 MR. ALEXANDER: In other words, you are saying to me that
20 there will be three phases instead of four now?

21 MR. DICKMAN: Correct, Jack.

22 CHAIRMAN RAMPY: All right. Jack, you may go ahead.

23 MR. ALEXANDER: All right. On the second part of this, so
24 I can explain to the drivers, we have a unique seniority problem
25 in the four States of the Northwest. People in Oregon, Washing-
26 ton, Montana and Idaho have enjoyed what we call a "system

1 seniority". I will leave the rules of Consolidated Freightways
2 with the Panel. I am sure that most of them are very familiar
3 with our system seniority in this area.

4 I would like to point out for the record that in Case
5 5-70-5269, which was heard on May the 12th 1970, there was a
6 decision that said that "System seniority would be honored from
7 this time on."

8 I will read the motion. It was over system seniority and
9 bidding within the terminals.

10 The motion was: "I move that the claim of the Union be up-
11 held to be applicable from this date forward." And the motion
12 was seconded and carried.

13 I might say, in other words, they were instructions from the
14 Company to bid any vacancies within the four States which they
15 might have and honor the system seniority.

16 I would like to ask the Company now if they would like to
17 make any comment on system seniority and/or if they are going to
18 leave it up to the Panel.

19 MR. DICKMAN: We prefer to leave it up to the Panel to
20 decide the seniority of the men affected.

21 MR. ALEXANDER: The next part, so that I can relay to my
22 drivers as well as anyone else here in the room the intentions
23 of the Company: I wonder if the Company has a report on the
24 housing that is available in the particular areas to which the
25 people would like to get or where they are going to be re-
26 domiciled.

1 MR. DICKMAN: Yes, we do, Jack. And it is our intent that,
2 if the change is approved and we get the list of the people who
3 are bidding to go out, or before they bid to go out, we are going
4 to put in the terminals the surveys that we conducted in these
5 areas so that the people can see what we found out about them as
6 to housing, schools, medical facilities, and so forth, to help
7 them intelligently choose where they would like to go.

8 MR. ALEXANDER: You are going to put that information out?

9 MR. DICKMAN: Yes, we are.

10 MR. ALEXANDER: How soon?

11 MR. DICKMAN: We can get that out probably within ten days.
12 A week to ten days.

13 CHAIRMAN RAMPY: Anything else, Jack?

14 MR. ALEXANDER: Yes.

15 I am still protesting the change from that standpoint. And
16 I go over to the next page. It is Page 11, where I have three
17 more parts.

18 Wait a minute. One more to that one.

19 As I read in here where you say down in the last sentence
20 "Portland-based drivers may be dispatched to Ontario if Ontario
21 is out of power", does that mean that the Portland drivers can
22 never drive from Portland to Ontario unless Ontario is completely
23 depleted of power?

24 Yes. I notice you say up above that we can make turns with
25 them, but it does look like a Portland-based driver can't go
26 through to Ontario unless they are completely out of power.

1 MR. DICKMAN: That's right. That is what we intend.

2 CHAIRMAN RAMPY: Any questions by any of the Panel members?

3 (No response.)

4 Anything else from Local 81?

5 MR. ALEXANDER: Yes.

6 On Page 11, on the "Salt Lake City-Seattle and Salt Lake
7 City-Portland three-man sleeper operation", which is in this
8 same change.

9 (Cries of "What page is that?")

10 MR. DICKMAN: This would be Page 5, Gentlemen.

11 CHAIRMAN RAMPY: Why don't you speak from these sheets,
12 Jack?

13 MR. DICKMAN: He is looking at the agenda that was published
14 by the Committee.

15 MR. ALEXANDER: It is under the "Salt Lake City-Seattle and
16 Salt Lake City-Portland three-man sleeper operation".

17 Originally these three-man sleeper teams were division
18 points in the first place, and when the Company wanted to go
19 sleeper they allowed the men who were on a division basis to have
20 priority or, shall I say, grandfather rights on the three-man
21 sleeper. Of the three men that I have in Portland, only one of
22 them left is the original on the Portland end. His name is Al
23 Kelly. He used to run a Portland-to-La Grande division. And of
24 course that La Grande used to be a Boise-La Grande turn and then
25 Boise on into Salt Lake City.

26 I wonder if the Committee would take into consideration that

1 he was awarded grandfather rights to get onto that sleeper on a
2 division basis originally and if they would consider that he
3 would have any grandfather rights out of Portland on an Eastern
4 division if there is any left in Portland or any portion thereof.

5 CHAIRMAN RAMPY: Jack, you are saying that there is only one
6 driver involved that you consider has grandfather rights?

7 MR. ALEXANDER: Yes, there is only one. I want the Committee
8 to know about it and take it into consideration. There is only
9 one driver left who was on that sleeper that had grandfather
10 rights.

11 CHAIRMAN RAMPY: OK. Anything else, Jack?

12 MR. ALEXANDER: Yes.

13 Coming down the line on the same page, they have a
14 "Portland-Boise Operation". We operate two schedules per day
15 between Portland and Boise with the drivers domiciled in Portland,
16 Oregon. The Company proposes to cancel one of these schedules
17 each day. I assume one each day anyhow.

18 This freight will parallel the operation that the Company is
19 now proposing that will run from Salt Lake to Ontario and Ontario
20 into Portland. Boise is only approximately forty miles east of
21 Ontario.

22 It is my suggestion that rather than redomiciling the two
23 men who live in Portland into the point of Ontario, that this
24 particular schedule be not disturbed.

25 Also you have another provision in here where you expect to
26 or are asking to move the two men who live in Boise, Idaho out

1 who are the other leg of the Portland-Boise and Boise-Salt Lake
2 run. In other words, they go from the common point of Boise to
3 Salt Lake City. All the Company would be doing is just changing
4 four people's domicile by that time to accomplish the same work.

5 I would like that to be taken into consideration.

6 MR. STANHOPE: You are saying, Jack, they are just extending
7 one end of the run.

8 MR. ALEXANDER: Not only are they extending one end of the
9 run; they are going to redomicile four people to do that.

10 MR. STANHOPE: That is what I mean. They now break at Boise?

11 MR. ALEXANDER: Yes. We have two schedules from Portland
12 to Boise and they extend Boise to Salt Lake City.

13 MR. STANHOPE: And the same operation is going to be there
14 except it is going to break at Ontario.

15 MR. ALEXANDER: Right. And some people are going to have to
16 redomicile. Right.

17 MR. STANHOPE: The same operation. Just extending one end
18 of it.

19 MR. ALEXANDER: Right.

20 CHAIRMAN RAMPY: Does the Company want to respond to any of
21 this at this time?

22 MR. DICKMAN: Yes.

23 We talked with Jack about this when we had a meeting in
24 Portland and he asked us again to go over it. Which we did. And
25 we still feel that the proposal that we are making is what we
26 need. The one man left in Portland is primarily there to give

1 service on our Boise freight. The balance of the freight that
2 would move through there we would use to help supplement or over-
3 come the empties on the Ontario relay when it runs out of Port-
4 land.

5 As to the two men in Boise, we again would want to put them
6 in Salt Lake City so that we do have them all running in one
7 direction from Salt Lake north and be able to utilize them either
8 Boise on to Ontario or to Boise and turn back to Salt Lake.

9 This was the basic logic that we used in establishing it in
10 this manner.

11 CHAIRMAN RAMPY: Any more, Jack?

12 MR. ALEXANDER: Yes. I have another one on here. It is
13 the Portland-to-Lewiston operation.

14 The Company proposes to cancel the schedule running from
15 Portland to Lewiston, Idaho. I would like the Company to
16 elaborate just a little bit on that.

17 They have proposed also another change of operations on this
18 same agenda. It is 8-7-5347, where they wish to operate a
19 schedule from Kennewick or a short-line operation from Kennewick
20 to Lewiston via Walla Walla.

21 I think some of the Committee are aware that I have asked
22 for the people who are presently operating the Portland-Lewiston
23 run to have the right to go on the other change of operations
24 that they are asking for: the Kennewick to Lewiston and return
25 in the evening.

26 I just want that on the record.

1 CHAIRMAN RAMPY: We are aware of it.

2 MR. ALEXANDER: And that's about the extent of it. I hope
3 everything is clear.

4 CHAIRMAN RAMPY: Does the Company have any further response
5 to any questions raised by Local 81?

6 MR. DICKMAN: No. I think that I have answered.

7 CHAIRMAN RAMPY: Does any of the Panel members have ques-
8 tions at this time of Local 81? (No response.)

9 Local 85, do you have anything? You changed your "Protest"
10 to "No Protest."

11 MR. MURNIN: There was a change from "Protest" to "No
12 Protest". But I am in a quandary. I lost a couple of questions
13 asked of the man sitting next to Verne Milton. He asked the
14 Company a question or made a comment, if I heard it correctly,
15 about the question of bypassing another terminal.

16 Could I get a little clarification? I didn't quite hear you.
17 There was a little noise going on.

18 MR. STANHOPE: The question was on running from Winnemucca
19 back into San Francisco, drop and then go back over to Hayward.
20 And I said, Under the Contract you can't go past the terminal and
21 then drop a box and go back to the terminal. They would have to
22 take it to Hayward and then city men would take care of the
23 trailer.

24 MR. MURNIN: I was kind of in the dark, too, on 70's protest.
25 They stipulate that they are not part of the Contract and it left
26 me in a little gray area as to whether they have a protest.

1 CHAIRMAN RAMPY: We have their statements on the record,
2 John.

3 Local 100 had no protest, but requested some clarification.

4 MR. AGNOE: Mr. Dickman clarified it when he said that the
5 Chicago break bulk is going to be transferred over to Aurora.
6 That answered my question.

7 CHAIRMAN RAMPY: No further clarification. Thank you.

8 Local 104 has no protest, but do you wish clarification?

9 MR. MANNING: My understanding is that it doesn't affect
10 Local 104. There is no change in the operation.

11 MR. DICKMAN: That is correct.

12 MR. MANNING: From what they have given me and told me,
13 there is no change in it.

14 CHAIRMAN RAMPY: Local 150 asked for a clarification.

15 Cecil?

16 MR. TOBIN: Yes.

17 In his outline he has "Drivers will run to and from Winne-
18 mucca, Nevada and may be dispatched via San Francisco, San Jose,
19 California; Manteca (Stockton), California; Sacramento,
20 California; and/or Reno, Nevada."

21 Is it your intent on a drop-and-pick basis?

22 MR. DICKMAN: Right. And we will protect your short-line
23 man who runs from Sacramento to Stockton.

24 MR. TOBIN: Right. That is what I am asking. Now, we will
25 build your sets for Winnemucca or East?

26 MR. DICKMAN: Just like you do now for the sleepers. We are

1 substituting this for a sleeper operation.

2 MR. TOBIN: And some other phases of this. Will we be
3 affected by a north-south sleeper operation you may have now?
4 We don't mind being in the middle and building these sets, but I
5 don't want to see four men reduced to nothing and we would like
6 to be considered eventually.

7 MR. DICKMAN: No. Our estimate of this thing is that
8 Sacramento probably will be affected. Our estimate does not show
9 any reduction of your driver personnel in Sacramento. We see no
10 reduction in road personnel at Sacramento.

11 MR. TOBIN: All right. We will take that up at a later
12 time.

13 MR. STANHOPE: You will protect his people?

14 MR. DICKMAN: I will protect his people.

15 MR. TOBIN: Thank you.

16 CHAIRMAN RAMPY: Any questions by the Panel members of
17 Local 150? (No response.)

18 Local 180.

19 MR. SHEPHERD: Mr. Chairman, first of all going to the re-
20 duction on Page 6. One of the main protests that we have on the
21 thing is that at Los Angeles he is showing a displacement of 24
22 drivers.

23 Now, my total concern again is that here some six months
24 ago, whatever the case was, Wichita was brought in as part of
25 the Conference dispatch rules on a temporary basis. Now the
26 Company is telling us that they are going to continue running

1 Wichita sleepers from Wichita West and to all the points when we
2 are going to have 24 people displaced in Los Angeles who his-
3 torically have moved that workload since 1953, if you will. I
4 don't think that that is a bit right. So that was one of the
5 main reasons for the protest.

6 The second part is on Page 5.

7 MR. DICKMAN: Please, may I answer that one?

8 MR. SHEPHERD: I wish you would, Chuck.

9 MR. DICKMAN: No. 1, Gene, on the Wichita. There were two
10 hearings on this case. Case No. 1 was heard and it approved the
11 Wichita operation for a 90-day period. The case was again on the
12 agenda three months later, at which time the Wichita sleeper
13 operation was put on as a permanent operation. That is No. 1.

14 No. 2. We do not run our Wichita sleepers into Los Angeles.
15 We haven't. We don't. We don't intend to.

16 MR. SHEPHERD: And you are not going to?

17 MR. DICKMAN: We are not going to.

18 MR. SHEPHERD: All right. That clears that argument up. I
19 withdraw that part of the protest, Chuck.

20 MR. DICKMAN: Thank you, Gene.

21 CHAIRMAN RAMPY: That is on the record.

22 MR. SHEPHERD: On Page 5, on the Los Angeles-Kansas City
23 sleeper-cab operation, if you will note down at the bottom it
24 says: "Southern California and Southern Nevada freight will move
25 on relay either through the Ashfork, Arizona relay point or the
26 Phoenix, Arizona relay point."

1 Here again, not very long ago they had a change where they
2 were running from the East, so to speak (Central States) into
3 Albuquerque, Albuquerque to Phoenix. At that point they had to
4 protect the Los Angeles sleeper drivers running East.

5 The only point we want to make here is that if they are
6 going to phase that out, that is beautiful; but we should have
7 at least one or two guys, based on the freight, go to Phoenix
8 because they are saying that they will either go Ashfork or
9 through the Phoenix Gateway.

10 Our point is, again, that if they are going to shift the
11 freight presently that they run from Los Angeles to Phoenix on
12 the Desert Center turn, which is Phoenix freight, and start using
13 the transcontinental freight, we feel that we should either have
14 one guy or two guys, based on the freight volume, have a right to
15 go to Phoenix if they are going to start using those on the
16 Desert Center turn, because that is going to affect our people.

17 The third point is that in the event the Committee approves
18 the change, all of our people have the right under the new
19 Contract to go into whatever points are determined by the Com-
20 mittee with the total, if you will, dovetailed seniority.

21 Now Mr. De Witt has a couple of points to bring up.

22 MR. STANHOPE: Let the Company answer about Desert Center.

23 CHAIRMAN RAMPY: He wants to answer your question about
24 Desert Center.

25 MR. SHEPHERD: All right.

26 MR. DICKMAN: Gene, we anticipate that the biggest majority

1 of this freight will run over the Ashfork relay point. As you
2 remember, in the change when we established Phoenix, the problem
3 with Phoenix was that we didn't have any outbound tonnage and at
4 that time our projection was that there were approximately three
5 a day coming in there and probably one going out; and we needed
6 additional tonnage to move through there. And because we still
7 had the sleeper operation in Los Angeles the Committee gave us
8 the right to divert three a day as a maximum over there.

9 Now, the sleeper operating running in this lane is not going
10 to be any more; and again we may have to run up to four, five,
11 six a day on occasions to help fill that empty lane from Phoenix
12 going back East. But it is our intent to run primarily through
13 Ashfork to Albuquerque, to Liberal, to Kansas City. And so we
14 don't feel at this time that there is going to be enough addi-
15 tional work in Phoenix to cause us to put any additional people
16 in Phoenix.

17 MR. SHEPHERD: Well, my whole point is, Chuck, that I am
18 pretty proud of my people. So, therefore, all I am saying is
19 that if you are shifting the freight from whatever gateway you
20 presently have, I don't care if it is one driver; I want him to
21 have the opportunity to go to Phoenix if you are going to shift
22 that freight so he isn't left out on a displaced status.

23 MR. STANHOPE: If they increase the Desert Center runs. Is
24 that what you are saying?

25 MR. SHEPHERD: That's right. You damn right.

26 MR. DICKMAN: Gene, you will note that we have also asked,

1 and have done it in the past, to run Los Angeles men straight
2 through to Phoenix.

3 MR. SHEPHERD: Dale has something that he wants to put in
4 the record on that.

5 MR. De WITT: I am a Trustee of Local 180, also Steward and
6 also a driver for Consolidated.

7 MR. DICKMAN: And a good one.

8 MR. De WITT: We are affected pretty hard by this break. I
9 guess you all know it. And as a driver, my drivers contend that
10 they are being jeopardized first by being moved at this time of
11 the year to another place, where their children are going to have
12 to move out of school after they have been in school for a short
13 while; also they are selling their homes at \$1500 less at this
14 time of the year because the homes are bought in the summer be-
15 cause the people want to put their kids in the school where they
16 want them.

17 Also, on the Phoenix freight, the Phoenix freight has
18 approximately two a day now. On the Phoenix dry freight there
19 is a bridge which goes to Tucson and then it is picked up by
20 Whitfield, I am pretty sure, Mr. Dickman, at this time. That is
21 what I understand. And I understand, too, that they are more or
22 less discouraging the Phoenix pickup because they would rather
23 run through the East freight where they can take it on.

24 Is that true?

25 MR. DICKMAN: I am not aware of that. I will state for the
26 record that Consolidated Freightways is not refusing freight.

1 MR. De WITT: Another thing, too. These drivers want to
2 know. They are against this change in these different phases
3 because (1) nobody knows where they are going, or they may have
4 a chance to go to some place they would like to move to, and now
5 they may turn it down and then they find out that they should
6 have taken it before because they are going to get kicked out.

7 MR. DICKMAN: This is why we have set the number that we
8 expect to end up with in Los Angeles so that the drivers them-
9 selves, based on their seniority, can make this determination in
10 Phases I, II or III.

11 MR. De WITT: You can't, Mr. Dickman, because there is no
12 way that we can tell what is coming up on the next stages. Maybe
13 I don't want to go to Albuquerque. I don't care much for
14 Albuquerque myself. I would rather move some place else. But I
15 don't know what I could bid on with the seniority that I have.
16 Neither does anybody else. They are all asking me the same
17 question that I want to know.

18 I think that this should be done in one phase where every-
19 body has one sheet to look at and they say, "I want to move
20 [here, here and here]"—and the man has got it. That is to pro-
21 tect the drivers. This is not protecting the drivers under a
22 Phase I, II, III setup. I can't see it now and neither can the
23 drivers. And that is all the way across the country.

24 MR. STANHOPE: You are saying, De Witt, if we were to work
25 this mess out here, that we would hold it in abeyance until all
26 the other phases become a reality and then let them put it all in

1 effect at one time, like July 1 of next year.

2 MR. De WITT: Yes, I am.

3 MR. STANHOPE: You have a good point.

4 MR. De WITT: I would like to have the Committee take that
5 into consideration, if it will, please.

6 CHAIRMAN RAMPY: Do you have any comments on that, Dickman?

7 MR. DICKMAN: Again I well appreciate what Dale is saying.
8 Dale is certainly one of our fine drivers and one of our best
9 employees.

10 MR. SHEPHERD: That is why I am proud of him.

11 MR. DICKMAN: And we would like to be able to go into some-
12 thing of that magnitude in one shot, but we just don't feel that
13 we are capable functionally of instituting a change of that
14 magnitude without going through the phases. We have discussed
15 all aspects of this, including only two phases, one phase, five
16 phases even.

17 MR. STANHOPE: Chuck, the point he brought up is that we are
18 working on the north end of this phase now.

19 MR. DICKMAN: Yes.

20 MR. STANHOPE: I mean, In your operation. Let's assume that
21 we can work this all out, but just don't put it into effect un-
22 til you bring the others in and we will work it all out for you
23 and then give you a target date. In that way all the drivers
24 affected would know where they can go and hold in accordance
25 with their seniority.

26 MR. DICKMAN: Stan, the Company's problem (and I am not

1 belittling his problem whatsoever) is that CF for the last ten
2 years has been a sleeper-cab operation. And you probably know
3 even better than I do that the personnel that it takes to run a
4 relay versus a sleeper involves two different breeds of cat. And
5 we don't have the qualified people at this time to walk in cold
6 to something that massive with qualified people in there.

7 MR. STANHOPE: We will give you a year to find them.

8 MR. DICKMAN: But we feel that we need the change now.

9 MR. STANHOPE: You don't have people, you said?

10 MR. DICKMAN: We do for this. We do for this, to set this
11 up. And on the phase-out that I have given here, the February
12 and the May, we will have qualified people then to do it. And
13 the next phase, which is the Kansas City - Wichita, simply will
14 be the two domicile points running to North Platte; and the rest
15 of the operation that is on the chain will follow it.

16 The third one is going to be Minneapolis running across the
17 north or coming into the south. We have not picked the points
18 up there, but the amount of tonnage that we are talking about
19 moving Los Angeles-Minneapolis is one a day. Probably the other
20 way back, too.

21 The biggest operation that we have involves Phases I and II
22 involving what is here and the Kansas City-Wichita to the West.
23 These are the big ones.

24 Now, the intra-West is big also, but that is another one
25 that we have to plot in accordance with the way the freight is
26 flowing intra-West.

1 MR. STANHOPE: But you see the position in which you put a
2 driver—

3 MR. DICKMAN: I well do.

4 MR. STANHOPE: —and the position in which you put this
5 Committee.

6 MR. DICKMAN: I well do. And I think that the bulk of the
7 drivers are going to be affected in these two moves: namely,
8 what is happening in this change, plus the Wichita-Kansas City
9 being put into this pipeline. They are going to be the bulk of
10 the drivers by far. The only thing that will affect Los Angeles,
11 again, would be the runs out of Los Angeles on the relays, on
12 the north-south operation. We already have the east-west running
13 to Phoenix, to Desert Center. We already have in this change
14 completely converted Los Angeles relay out of sleeper except for
15 Minneapolis. And again, as I say, our records from Minneapolis
16 show about one a day. So from Los Angeles's standpoint, I think
17 that this is covering the biggest part of their operation. They
18 know now basically where we are running to. Like we run to
19 Hayward from Los Angeles, we run to Desert Center or we run
20 through to Phoenix. We also have a run to Sacramento on a north-
21 south operation out of Los Angeles. The other point that will
22 have to be established somewhere in the relay is from Los Angeles
23 to Salt Lake City.

24 That will basically cover the freight moving out of Los
25 Angeles.

26 MR. STANHOPE: But all we are saying is that if we work out

1 this one, if we can, just don't put it into effect until you
2 bring the other one in. And we will work it out for you and then
3 you put it all in at the same time. A driver then would know
4 whether he wanted to go to North Platte or Cheyenne or Casper,
5 wherever you are putting him, and not be the bottom man when he
6 got there. He could go to Casper right now and due to your other
7 changes he could end up in lot worse shape than he thought he was.

8 MR. SHEPHERD: The very point, Stan, that I brought up is
9 the fact that on Phase I, which is now, you are sitting there
10 cancelling out 36 drivers on the East board, but out of those
11 36 you are displacing 24. And hell! he hasn't even got to Phase
12 II yet.

13 MR. MILTON: Along those lines, Mr. Chairman, let me ask the
14 Company a question.

15 Take Los Angeles. If I read your figures right, you have
16 36 people on the present operation that will be affected.

17 MR. DICKMAN: Yes. 18 teams.

18 MR. MILTON: You are going to cut that by 24 through this
19 phase. Is that right?

20 MR. DICKMAN: Right.

21 MR. MILTON: Which will leave 12.

22 MR. DICKMAN: Yes.

23 MR. MILTON: Then at a later date, you gave us a figure
24 where you will wind up with 70 people.

25 MR. DICKMAN: Yes.

26 MR. MILTON: How are you going to put those 24 back when you

1 can't do it under the Contract?

2 MR. DICKMAN: No. No.

3 MR. STANHOPE: What he is saying is that Kansas City and
4 Los Angeles are in about the same boat here. This phase here
5 affects 24 men in each domicile, but a year from now I will have
6 100 drivers and Gene will have 70 left out of a total of 400
7 drivers.

8 MR. MILTON: Right.

9 MR. STANHOPE: All we are saying is that the 400 drivers
10 affected should get a shot at the whole goddam change.

11 MR. SHEPHERD: Amen, Brother!

12 MR. STANHOPE: Just not a piece of it at a time. The whole
13 change.

14 So that we can go ahead and hear this change. You have
15 been operating sleepers ten years. You can operate them another
16 six or eight months. If we can work this portion out, then you
17 can go home and do your bookwork and bring back the next phase
18 next year.

19 MR. DIVINY: Ten years. Seventeen years.

20 MR. STANHOPE: Whatever it is. You work out the next one.
21 Then when we approve that one, we can take all the affected
22 drivers and they then, according to their seniority, will get a
23 shot at all of the new domiciles.

24 MR. SHEPHERD: Amen! Everything is open.

25 MR. STANHOPE: So you are not at a loss here. We can go on
26 and hear this change, and then you bring the other phase back.

1 And I doubt if it takes you a year. If this is the way it comes
2 back and you want to go division, you bring the rest of it back;
3 and then if we approve that, we can take all the drivers and let
4 them take a shot at the whole change.

5 MR. CLYDE CROSBY: Mr. Chairman, that has got to be the only
6 fair approach. Because you are not moving just a couple of in-
7 dividuals; you are moving a helluva lot of people. The real-
8 estate problems involved and the other problems involved are
9 damn important to the men.

10 MR. STANHOPE: I don't think there is anybody here who will
11 say that we can't keep a Company from going from sleeper to
12 single. We know this. But there have been companies that have
13 had changes bigger than this where they went from sleeper to
14 single—and they did it all at once. And in that way all of our
15 people got a chance where they were adding people.

16 Now, under this a guy is just going to have to be guessing
17 if we allow you to put this in and then bring the other in.

18 MR. SHEPHERD: Mr. Chairman, just one other point and then
19 I will shut up.

20 CHAIRMAN RAMPY: OK, Gene.

21 MR. SHEPHERD: My point is (and it has been well put): On
22 Phase I, which he has set forth here, 12 drivers will be needed
23 on the new operation instead of 36 presently. Once the 24
24 drivers get displaced and they go to Phase II, they don't have a
25 chance to go anywhere. They are dead.

26 MR. DICKMAN: They get a chance here to go.

1 MR. STANHOPE: They get a chance, but they only get a chance
2 to go to one place where you are adding. But from now on you
3 may add drivers at different places to which they would rather
4 have gone and where they would have seniority to go if you had
5 done it all at once.

6 Now, granted, as big as it is, I think that you ought to
7 hear them in two sections, but don't put them in effect. Put
8 them in effect as one.

9 MR. BATH: I think, too, they ought to give consideration
10 to holding the people that they move down to a minimum. I know
11 another case where they brought five people into my town, and
12 five people who lived there and were working there and weren't
13 supposed to be affected wound up being laid off right after the
14 deadline.

15 MR. STANHOPE: It happens all the time, Harry.

16 MR. BATH: If they put them in a pool, however, and dip out
17 of that pool as they need them, you are not going to have people
18 who don't have an opportunity to move and they are going to wind
19 up getting laid off.

20 CHAIRMAN RAMPY: I think that in view of the questions that
21 have been raised and the comments that have been made here, the
22 Company would like to take a caucus for just a few minutes.

23 Will five minutes do it?

24 MR. DICKMAN: That will do it.

25 CHAIRMAN RAMPY: Let them go into the other room for a five-
26 minute caucus.

1 MR. VERCESI: I would like to add Ernie Freitas and Al Appel-
2 baum for Local 468. They are right in front of me and I missed
3 them.

4 (Short recess.)

5 CHAIRMAN RAMPY: Before we go back on the record I should
6 like to announce that there were a couple of pads passed around
7 to those present. We would like to have everybody in the room
8 sign it, giving his name and the Local Union he represents. If
9 you will please sign it, it will help the Reporter out when he
10 goes to prepare the record.

11 And again I would ask that when you do stand up to speak,
12 please state your name so the Reporter will be able to identify
13 you.

14 MR. NORMAN CLARK: Mr. Chairman?

15 CHAIRMAN RAMPY: Yes, Blackie.

16 MR. NORMAN CLARK: Although Local 542 is not down as
17 affected on this change, I would request that Local 542 be put
18 on here. I have one point and a couple of questions to ask due
19 to the fact that I have got to go in a change of operations with
20 Consolidated tomorrow morning for a change of operations.

21 CHAIRMAN RAMPY: OK, Blackie.

22 MR. NORMAN CLARK: One point for clarification. When the
23 Company is referring to the L. A. Terminal, are they referring
24 to the L. A. Terminal or the Orange County Terminal or the San
25 Fernando Terminal for which they have bought the land and on
26 which they are about to break ground and build a terminal? Are

1 they going to talk about the Fontana Terminal and all these other
2 terminals? Are they talking about the Los Angeles area or are
3 they talking about the Los Angeles Terminal?

4 That is one question.

5 MR. STANHOPE: That is on the change tomorrow?

6 MR. NORMAN CLARK: No, it is not on the change tomorrow.

7 CHAIRMAN RAMPY: Let him answer it now.

8 MR. NORMAN CLARK: All right.

9 MR. DICKMAN: In this change about which we are talking, we
10 are talking about road drivers.

11 MR. NORMAN CLARK: Right.

12 MR. DICKMAN: And the only place where we have road drivers
13 in the Los Angeles is Santa Fe Springs.

14 MR. NORMAN CLARK: OK. Fine. That clarifies the Orange
15 Terminal.

16 Second. In regard to the second and third phases of your
17 proposed deal there, will the Orange Terminal become involved in
18 your projected change? Do you have an idea about that right at
19 this point?

20 MR. STANHOPE: The 70 guys that are left are going to be
21 left where?

22 MR. DICKMAN: At Santa Fe Springs.

23 MR. NORMAN CLARK: Santa Fe Springs?

24 MR. DICKMAN: Yes.

25 MR. NORMAN CLARK: And San Diego will in no way be affected?

26 MR. DICKMAN: Not that we see at this time, no.

1 MR. NORMAN CLARK: Thank you.

2 MR. DICKMAN: Blackie, if in Phase II or Phase III you are
3 affected, you can bet we will get ahold of you and you will know
4 all about it.

5 MR. NORMAN CLARK: Thank you. Because you didn't notify
6 Local No. 542 already in regard to the change coming up tomorrow.

7 CHAIRMAN RAMPY: OK, Blackie.

8 I think when we took a caucus the question had been raised
9 about the possibility of going ahead and hearing this one, the
10 Company going back and putting the rest of their Phases II and
11 III—

12 MR. STANHOPE: The rest of their change together.

13 CHAIRMAN RAMPY: —the rest of their change together, and
14 making it all in one big move on one effective date. The Company
15 asked for a caucus on this.

16 Stan, do you have something on it?

17 MR. STANHOPE: I understood the Company to say that they
18 caucused and agreed that they wouldn't put the change into effect
19 until after the change had been heard and worked out before a
20 Committee called by the International.

21 Right?

22 MR. DICKMAN: Correct.

23 MR. STANHOPE: So Phases, II, III, IV, V, however many there
24 are, will all be heard and the people involved will be notified
25 so that when they start to put it into effect, all of the dis-
26 placed drivers will then know where they can go and bid.

1 Now, the Company did ask for one thing. And I don't see too
2 much wrong with it. After it has all been heard and approved
3 and the displaced drivers given their chance, they then want to
4 put in, say for just an example, this portion May 1st and 120
5 days later put in the south end of it. But at that time all of
6 their drivers would know where to bid and they would continue to
7 work as they did until it was put into effect. And we would put
8 a time limit on that.

9 I don't see too much wrong with it.

10 (Cries of "Amen!" and "No problem.")

11 MR. STANHOPE: Do you guys agree? That is OK?

12 MR. DICKMAN: We agree.

13 MR. STANHOPE: And that does give them time to run a single-
14 man truck company.

15 CHAIRMAN RAMPY: Do we go ahead?

16 MR. STANHOPE: Yes, I think that we should go ahead.

17 There is one other thing now. They want to open Aurora as
18 far as breaking freight at that terminal, but the Chicago road
19 drivers will operate just like they are now except they may leave
20 Chicago and go to Aurora and pick up the boxes made out there at
21 the new terminal and continue on. They have got the terminal
22 there and they have got the people, and they want to start
23 operating that. And that has nothing to do with the road change
24 because Chicago people handle it now.

25 MR. DICKMAN: Yes.

26 MR. KELLY: That is the way it is operating at the present

1 time.

2 MR. STANHOPE: And you see nothing wrong with operating it
3 this way, John?

4 MR. KELLY: No.

5 MR. DICKMAN: Plus the terminals listed in the Central Area
6 that will run to Aurora.

7 MR. STANHOPE: You are talking about the East operation. It
8 has nothing to do with this change and you can file that as a
9 one-Conference change and hear it in Chicago the next month.

10 MR. DICKMAN: Right.

11 MR. STANHOPE: He is talking about Michigan where we don't
12 run.

13 CHAIRMAN RAMPY: Do you suggest that we still go ahead?

14 MR. STANHOPE: Yes. I think that we should take the protests
15 now and the clarifications with the understanding that this will
16 not be put into effect until all the changes are heard.

17 CHAIRMAN RAMPY: OK.

18 I think that we had Local 180.

19 Do you have any further comments or any questions at this
20 time, Local 180?

21 MR. DICKMAN: They couldn't have any more.

22 CHAIRMAN RAMPY: They shouldn't have.

23 MR. SHEPHERD: There was a Brother who brought up a little
24 point that is quite sore with me. I might as well put it on the
25 table. And that is the question that until they get through
26 with all of their phases and go from sleeper to relay, they have

1 continued breaking foreign teams in Orange County, now have
2 opened up in San Bernardino, or in Fontana I think is the proper
3 terminal, but it is in Local 467's jurisdiction. They are now
4 taking the position that they can run a Northwest team right
5 through Santa Fe Springs and lay and turn it in Fontana. And I
6 think that this should be brought out and put in the record what
7 they are going to do until they get this thing phased out. That
8 for all intents and purposes is the end station. And I am tired
9 of arguing about it.

10 MR. DICKMAN: Mr. Chairman, if I may.

11 CHAIRMAN RAMPY: Yes, Mr. Dickman.

12 MR. DICKMAN: Mr. Shepherd and I have had so many discussions
13 on this issue I would hate to count them.

14 I feel if he disagrees with the method in which we are
15 operating as we see it under our inter-Conference Agreement, he
16 should follow the grievance procedure, file a grievance, and the
17 Committee will decide which of us is correct. And I don't think
18 it has any part in this change.

19 MR. SHEPHERD: It certainly does. Because my case was filed
20 and I sent letters to you saying it was in violation of the
21 change. I am taking the position that you are in violation of
22 the change, and that is a final and binding decision just as well
23 as if it had been a moneys dispute. I have put in for strike
24 sanction. Unless somebody does something, you might be a little
25 longer moving than you think, Friend.

26 MR. DICKMAN: That may well be.

1 MR. MILTON: Are you looking at me, Shepherd?

2 MR. SHEPHERD: No. Did you want me to?

3 MR. MILTON: I got the strike sanction.

4 CHAIRMAN RAMPY: Local 190.

5 MR. COWEN: I have a question on seniority.

6 Ten years ago, or approximately thereabouts, the Company
7 moved a sleeper operation out of Billings, Montana and in that
8 change of operations drivers were domiciled physically in
9 California. However, I understand that there are some in Chicago
10 and some in Kansas who were put on the bottom of boards at that
11 time.

12 I would like the Committee to decide: Are our people going
13 to be given back their road seniority or are they not? They lost
14 at that time considerable seniority. Some had as high as twenty
15 years.

16 The second question concerns the four-State seniority. It
17 has been brought up here on a couple of occasions. New runs were
18 bid to all the people there.

19 Are the people who are presently domiciled there, in the
20 State of Montana particularly, going to be able to bid on these
21 runs as they are moved in as such?

22 Local 190 is also protesting the Billings-Butte turn. This
23 has always been run as a straightaway. It is a 460-mile turn
24 over two mountain passes, one of them being the Continental
25 Divide. And we don't believe that this is a year-round operation.
26 The basic operation for carrying freight for all the other

1 carriers in the State of Montana is Billings-Missoula, with a
2 Missoula-Spokane turn or Spokane-Missoula turn, whichever the
3 case may be.

4 That is all I have.

5 CHAIRMAN RAMPY: Does the Company have any comment to make
6 with respect to the questions raised by 190?

7 MR. DICKMAN: Yes.

8 We met with Local 190 in Salt Lake City and this was dis-
9 cussed. Prior to the meeting we had checked out the run as to
10 terrain, as to availability to make it. After meeting with the
11 Union in Salt Lake we again went back and reviewed our figures
12 as well as clocked units going through there; and it is our
13 position that it can be made as a turn. And that was why it was
14 put in.

15 MR. STANHOPE: Let me answer the gentleman from Billings
16 about the people who were moved out of there with quite a bit of
17 seniority and put at the bottom of the seniority list.

18 We have inequities like this all over through previous
19 changes under the Contract. The only way we can straighten it
20 up is that if on the redomicile they go out on the master list
21 and are successful in bidding a domicile at which there are no
22 people, once they get there, with their bidding seniority, they
23 revert back to their full Company-line seniority.

24 For example, North Platte, Nebraska, and whether it be your
25 people or some of my people who were moved and were put at the
26 bottom. There is nobody domiciled in North Platte. They propose

1 61 drivers there. If they can bid there with their bidding
2 seniority off that master list, once they get there they would
3 revert and get all their seniority because nobody has terminal
4 seniority established there. If they go to a domicile where
5 there is a current seniority list, they would just dovetail with
6 their bidding seniority that they now enjoy.

7 MR. COWEN: In the case of Billings, they have one driver
8 there. These guys did move out. This guy remained with his
9 seniority. They did move out and lose their seniority. And you
10 are saying that in the event they will move back into Billings,
11 they would return there with only, for example, their California
12 seniority that they acquired.

13 MR. STANHOPE: Whatever they are now enjoying as far as
14 bidding. Because your man in Billings has established terminal
15 seniority.

16 MR. FULLMER: Mr. Stanhope, can we discuss that a little
17 further in executive session before we get too far out on that
18 limb?

19 CHAIRMAN RAMPY: Does that answer it, Hall?

20 MR. COWEN: Well, it answers it, but it doesn't satisfy me.

21 MR. DICKMAN: A beautiful answer!

22 MR. STANHOPE: I agree with you. I wish it had been retro-
23 active and we could straighten it all up.

24 CHAIRMAN RAMPY: Do any of the Panel members have questions
25 of Local 190? (No response.)

26 All right. Local 208.

1 MR. BLACKMORE: We are going to be greatly involved in the
2 change, as I see it here, because on Page 11 it says under "Los
3 Angeles-Kansas City Sleeper Operation" it says: "Dispatches to
4 and from Los Angeles may be via Orange and Fontana, California."

5 To coincide with what Mr. Shepherd says, we now have teams
6 bypassing the base terminal in Los Angeles. The lead box may be
7 Los Angeles or Orange. They take it to Orange and they feed it
8 back to us by the Orange drivers in Orange. Vice versa, we feed
9 the Orange freight out of Los Angeles back to the Orange drivers.

10 We have lost 19 heavy-duty positions locally as a result of
11 this operation. They are still doing it. Anywhere from six to
12 eight schedules bypass the Los Angeles Terminal going into Orange.

13 The substantiation of this is that we have traditionally
14 done all the local work there. Now the line drivers are either
15 one way or the other redomiciling the freight in the satellite
16 stations that they have now put up.

17 We have now a change in which some of the Locals were in-
18 volved as they want to establish now a short-line domicile in
19 the City of Orange. Therefore a side short-line application as
20 we have in that area would deplete all local operations that our
21 people have enjoyed in the Los Angeles area. We are protesting
22 due to the fact that it would deplete the local driver to the
23 point of nil.

24 To substantiate this, when they opened up the station in
25 Orange they had some sixteen or eighteen people. Some of those
26 hours went down there to take the local runs. They have

1 generated so much freight by bypassing the Los Angeles Terminal,
2 they have some 48 or 50 personnel in the Orange County Terminal.

3 They also have a change in which we are involved. They are
4 going to open up a new station in Fontana, and with the language
5 "Dispatches to and from Los Angeles may be via Orange and Fontana,
6 California", it will completely deplete the transfer of freight
7 as we enjoyed as a local operation from our Local. Therefore we
8 are in violent protest of this change.

9 CHAIRMAN RAMPY: Mr. Dickman, do you wish to comment?

10 MR. DICKMAN: Yes.

11 We disagree with Mr. Blackmore. I think some of the figures
12 that he has cited are not exactly correct. I don't know how or
13 by what means he uses the word "satellite" when our records in-
14 dicate that within five years our Orange Terminal will be the
15 tenth-largest in our system. And I don't see how you can call a
16 terminal that size a "satellite".

17 But irrespective of that, again we are back to the question
18 of the road unit going past the terminal, dropping, picking and
19 continuing on. And this is what we are asking of the Committee.
20 We are not talking about shuttling freight between the terminals
21 with a road unit. It is simply a drop and pick.

22 CHAIRMAN RAMPY: Ed, do you have some more?

23 MR. BLACKMORE: Yes.

24 Contrary to Mr. Dickman's statement, we used to have 19
25 heavy-duty drivers in the City of Los Angeles that did nothing
26 but transfer the freight to Orange. The domicile was killed off

1 in Los Angeles. Our people took it to Orange and the Orange
2 drivers delivered it. Vice versa: if any freight was generated
3 in Orange, they loaded up a trailer or trailers and brought it
4 or them to Los Angeles so that the line driver could be scheduled
5 out of Los Angeles rather than Orange. As a result (I know 357
6 is not involved) there has been a depletion of dock work, plus
7 a depletion of driving opportunities in the Los Angeles Terminal.

8 Now, if the grant is made to now domicile a short-line
9 operation in the City of Orange, therefore giving the man who
10 comes out of San Diego in Mr. Clark's area the right to drop and
11 pick and deliver and pick up in our area, being out of his area,
12 our people will no longer enjoy the local PU&D as they have known
13 it in the past.

14 Also as to the Fontana-Los Angeles change, which in our deal
15 it is the position of the Company to deplete the local operation
16 as we enjoyed in Los Angeles completely by the two satellite
17 stations, one in Orange, one in Fontana, and the property that
18 they bought in San Fernando where they are now contemplating
19 building another satellite station out there, we feel that this
20 is a direct depletion and a violation of the Local PU&D Agree-
21 ment as we enjoyed in Los Angeles.

22 CHAIRMAN RAMPY: Any question by any members of the Panel
23 of Local 208?

24 MR. DICKMAN: I feel I should comment.

25 MR. STANHOPE: Just a minute, Dickman.

26 Let me ask, Ed: The argument has been going on for about

1 a year, has it not?

2 MR. BLACKMORE: Yes. In fact, Mr. Shepherd and I had a
3 meeting in South San Francisco at the International Inn last year.

4 MR. STANHOPE: But I mean they have even brought it before
5 the Change two or three times.

6 MR. BLACKMORE: Right.

7 MR. STANHOPE: And we won't rule on that, Dickman. You
8 might as well quit bringing it back here. That is not a change
9 of operation. That is a local decision with the particular
10 Local Unions involved. That concerns what you can and cannot do
11 in their particular town.

12 Now, the Change is not going to approve via dispatches on
13 the little terminals you have got in Los Angeles. The Joint
14 Council covers all of them, I assume.

15 MR. BLACKMORE: Exactly right.

16 MR. DICKMAN: Yes.

17 MR. STANHOPE: And the same would apply in the Bay Area.
18 It is a local condition and will be handled locally. And all we
19 are sitting here to do is to decide whether or not you can have
20 single-man runs rather than sleepers. The argument you have got
21 should be taken up with the Local Unions involved. It has noth-
22 ing to do with the Change and we are not going to approve the
23 vias. I am not.

24 MR. BLACKMORE: Thank you. Amen!

25 MR. STANHOPE: So you can just forget those. In the same
26 way I wouldn't want any Committee approving via dispatches in

1 Kansas City if it didn't comply with my local rule. You can just
2 take that out.

3 So if there are any Local Unions here that don't have line
4 drivers involved, we are not going to rule on your local condi-
5 tions.

6 MR. BLACKMORE: Thank you.

7 MR. STANHOPE: We will take another away from you.

8 CHAIRMAN RAMPY: Mr. Dickman, you wanted to make a comment.

9 MR. STANHOPE: You commented on the local. You are just
10 wasting your breath here.

11 MR. DICKMAN: I haven't got much left to waste. So I will
12 hold onto it.

13 CHAIRMAN RAMPY: OK. Local 222, Bob Chaney.

14 MR. CHANEY: Yes.

15 With the Company changing their position on the effective
16 date per our request, that will eliminate a lot of my questions
17 and I shall be very brief, Mr. Chairman.

18 I have one slight protest: On Page 3 of your proposed
19 change, Chuck, where it states down in the Salt Lake City, Utah
20 sections, "If Salt Lake City is out of power, Ontario-based
21 drivers may be dispatched to Salt Lake City." We are protesting
22 that.

23 You are asking in the same paragraph to establish a Salt
24 Lake City domicile running west and then following it right up
25 with a request to run head-on into those based drivers. And I
26 think that you are aware and the Committee is aware of the

1 problems that that always creates for all of us. So that is my
2 only protest.

3 You also state in that same paragraph: "Drivers will also
4 run to and from Ontario, Oregon and may be dispatched via Idaho
5 points."

6 I would like you to clear that on the record. My position
7 certainly is that this would mean Salt Lake City to Ontario on a
8 one-leg run and lay and return home, not a lay and rest. I want
9 you to be on record in regard to that.

10 MR. DICKMAN: That is correct. We are not talking about a
11 roll-and-rest operation.

12 MR. CHANEY: OK. Now the other one.

13 MR. MILTON: Before you go on, would you repeat that first
14 part. I missed the places where you were talking about the
15 "head-on" thing.

16 MR. FULLMER: Ontario-based drivers running into Salt Lake
17 when Salt Lake is out of power, Verne.

18 MR. CHANEY: OK, Verne?

19 MR. MILTON: Yes. Thanks.

20 MR. CHANEY: On Page 5, the "Boise-Salt Lake City Operation".
21 We have two Salt Lake City-based men on opposite days to Boise
22 matching Boise runs. As I understand this, you are proposing to
23 eliminate both of the Salt Lake-bid men.

24 Is this correct?

25 MR. DICKMAN: This whole operation, yes. As to the Sale
26 Lake men and the Boise men who run this operation, we are

1 proposing to eliminate it and incorporate this move as part and
2 parcel of the people to run to Ontario.

3 MR. CHANEY: In other words, you are saying that you would
4 absorb them in the Salt Lake City-Ontario operation.

5 MR. DICKMAN: You say "them". We would absorb the schedule.
6 Running up there is part of the Ontario run.

7 MR. CHANEY: Would you drop and pick at Boise on the way to
8 Ontario?

9 MR. DICKMAN: Sure.

10 MR. CHANEY: But you wouldn't be laying men at Boise?

11 MR. DICKMAN: We may, yes. Lay and return.

12 MR. CHANEY: I would protest you eliminating my two Boise
13 bids and then turning around and establishing a lay point at
14 Boise then.

15 I want that on the record.

16 MR. DICKMAN: Two points out of any domicile are contractu-
17 ally covered. And I think it is quite clear. If there is suf-
18 ficient freight between two points to substantiate a bid, usually
19 the Company and the Union get together and work out something.
20 And I think that that question as far as Salt Lake is concerned
21 is something between the Local Union and the Company under the
22 bidding clause of the Contract that we will have to sit down and
23 work out.

24 MR. CHANEY: Since you brought it up, Chuck, I would like
25 you to go a little further with it. It will be our position that
26 you are not going to establish a rotating wheel with this

1 operation; that the Contract would apply on bidding the runs.

2 Do you confirm this?

3 MR. DICKMAN: The dispatch procedure is something that the
4 Committee doesn't handle. We have to work it out with the Local
5 Union. If we can't work it out, we bring it in as a grievance.

6 MR. CHANEY: The only other thing that I would like to have
7 the Committee take into consideration is the lodging on the
8 drivers who are moved in, to extend the 30 days to 60 days due
9 to housing problems.

10 That is all I have to say.

11 MR. DICKMAN: If I may, I feel that I must comment on his
12 question of running the Ontario people into Salt Lake City if
13 there is no power in Salt Lake City.

14 CHAIRMAN RAMPY: Yes, I wish you would.

15 MR. DICKMAN: I think that this is just obvious: that if we
16 have loads in Ontario and we don't have any Salt Lake people and
17 power to get them, we have to move the freight. So we are going
18 to use the Ontario people to run into Salt Lake with them. That
19 is why we have requested this. But I think it is clear as to
20 when they will come in there.

21 CHAIRMAN RAMPY: Only when Salt Lake is out of power?

22 MR. DICKMAN: Right.

23 MR. STANHOPE: You can't go get it.

24 MR. DICKMAN: There is no way to go get it.

25 CHAIRMAN RAMPY: Are there any questions by any of the Panel
26 members of Local 222? (No response.)

1 Local 287 asked for a clarification.

2 MR. CANCELLA: My point is that I have one short-line driver
3 operating between San Jose and Hayward; and I would like to know
4 if this man will be protected.

5 It is my understanding that you will be picking and dropping
6 in San Jose; and I would like to know if my man will be protected
7 on that run.

8 MR. DICKMAN: Your man will be protected.

9 CHAIRMAN RAMPY: OK, Pete?

10 MR. CANCELLA: Yes. I just wanted that on the record.

11 CHAIRMAN RAMPY: Local 307, Casper, Wyoming.

12 MR. SPEARS: I would like a clarification, Mr. Dickman.

13 Will my three men who are now domiciled in Casper be pro-
14 tected on their runs?

15 MR. DICKMAN: The runs that you have out of Casper will be
16 incorporated as part of the freight that comes into Casper going
17 to Billings. So what we are really doing is adding to your
18 board. So your men will have more work than they have now. .

19 MR. SPEARS: Are you planning to run from Casper into
20 Rawlins or Casper into Cheyenne?

21 MR. DICKMAN: No.

22 MR. SPEARS: Thank you.

23 CHAIRMAN RAMPY: Are there any questions by the Panel mem-
24 bers of Local 307? (No response.)

25 Local 364 changed theirs to a "No Protest".

26 Local 439, I have next, for clarification.

1 MR. DIXON: I would like to know if Mr. Dickman is going
2 to protect my short-line man who runs from Manteca to Sacramento.

3 MR. DICKMAN: Yes, we will protect your short-line man.

4 MR. DIXON: That is all I have.

5 CHAIRMAN RAMPY: Thank you.

6 Local 468, a protest.

7 Local 467, for a point of clarification.

8 Local 467 just advised me that there is now no protest.

9 MR. VERCESI: I had a lot of protests, but now that they are
10 going to change all at one time it kind of cuts it down to a
11 little deal to where I can't understand how he is going to cut me
12 79 men from 133. They are very busy and I have a lot of foreign
13 sleepers pulling in and out of Hayward, and he is going to handle
14 all this freight with 54 men. I just can't understand it.

15 MR. DICKMAN: Mr. Chairman?

16 CHAIRMAN RAMPY: Yes.

17 MR. DICKMAN: Unless you wish, I don't want to take the time
18 up with the Committee. I will be glad to sit down with Jerry if
19 he would like to see it.

20 MR. VERCESI: I would like to see it.

21 MR. DICKMAN: Yes.

22 MR. STANHOPE: Jerry, we will protect your people if he does
23 take too many people out of here.

24 MR. DICKMAN: Yes.

25 MR. STANHOPE: When the change is finally written up, there
26 will be a protection where he can't move your people out and then

1 he decides that he needs more men here.

2 MR. VERCESI: As I say, I can't see how he is going to cut
3 me 79 men. They are all busy and I have a lot of foreign sleepers
4 pulling in and out of Hayward. I can't see how he is going to
5 handle all this running East with just 54. Because it doesn't
6 make sense. My people can't even get a day off.

7 MR. STANHOPE: As I say, there will be a protection in the
8 final decision.

9 CHAIRMAN RAMPY: Is that all, Jerry?

10 MR. VERCESI: Yes, that's it.

11 CHAIRMAN RAMPY: OK.

12 Local 483, Boise, Idaho.

13 MR. FARRIS: I would like to have a point or two cleared
14 up for me.

15 As I understand this now, the target date for all the phases
16 will be somewhere next spring, May.

17 Is that what we are talking about now?

18 MR. STANHOPE: There will be one common date.

19 MR. FARRIS: One common date.

20 MR. STANHOPE: When it is approved. And then they will put
21 it into effect in stages.

22 MR. FARRIS: OK.

23 The second point is that I have two men in Boise at present
24 running to Salt Lake City with over 25 years seniority. At the
25 time that we go into Phase II where we eliminate the sleeper
26 operation from the West Coast inland, there has to be something

1 done from between Boise and the Bay Area at this point when the
2 Company has clarified whether they intend to station people in
3 Winnemucca to run to Boise or whether they intend to station them
4 in Winnemucca to run to Lovelock. And under these circumstances
5 my two men would have an opportunity to bid on that if and when
6 they do run from Boise West. The way we were talking about awhile
7 ago, if they went through this a phase at a time, at the time the
8 first change went through they would have an opportunity to move
9 to Salt Lake City; and if they chose that, then at a later date
10 they wouldn't be allowed to bid on the other.

11 MR. STANHOPE: Now they will be.

12 MR. FARRIS: Now they will be in the pool and they will get
13 to bid on the other.

14 MR. STANHOPE: They will get to use the 25 years and get to
15 bid where they hold.

16 CHAIRMAN RAMPY: Do any of the Panel members have questions
17 of Local 483? (No response.)

18 Does the Company have any comments to make? (No response.)
19 Local 486, Saginaw, Michigan.

20 MR. ARMSTRONG: I only protest that I have never had a meet-
21 ing with the Company. The way this change looks, they think that
22 they can go to Aurora and Chicago only. They have changed it
23 again. And I have lost about 55 to 60 people there in the last
24 two years. And if they are going to limit them to just going to
25 Chicago and Aurora, it looks as though I am going to lose the
26 rest of them. They say that I am not involved.

1 MR. STANHOPE: By not putting this into effect in stages,
2 we will probably learn whether you are involved. The one that
3 occurs next month will take care of the problem of the Michigan
4 area.

5 MR. DICKMAN: Right.

6 CHAIRMAN RAMPY: So we can move on.

7 Local 533, Sparks, Nevada, for a clarification.

8 MR. CUMMINS: I wonder if this will affect our Klamath Falls
9 run.

10 MR. DICKMAN: No. Not Phase I, Bud.

11 I shouldn't say that. Again keep in mind we are going to do
12 the whole darn thing at once and you will be able to see it when
13 and what.

14 MR. CUMMINS: I would like you to clarify what you mean by
15 "Drivers may be dispatched on a turn to Winnemucca, Nevada."

16 MR. DICKMAN: There are times that freight moves out of the
17 East for Reno or there is freight originating in Reno for the
18 East.

19 Now, the present operation as we propose it is primarily
20 handled by Oakland-based men. And if you have a load in Reno
21 going East, it just doesn't make sense to deadhead a Hayward man
22 clear to Reno to pick the load to take it to Winnemucca. So
23 consequently we wanted the flexibility of being able to run your
24 man to Winnemucca and back to Reno with the freight going to and
25 from Reno when necessary.

26 MR. CUMMINS: (Nodding affirmatively.)

1 MR. TOBIN: This would also apply Sacramento-Stockton?

2 MR. DICKMAN: No, just Reno.

3 CHAIRMAN RAMPY: Cecil, you had your turn.

4 Anything else from 533?

5 MR. CUMMINS: No. That is it.

6 CHAIRMAN RAMPY: Do any of the Panel members have questions
7 of Local 533? (No response.)

8 Local 544, Minneapolis, has a clarification.

9 MR. COLLIER: My questions were answered, Mr. Chairman, when
10 they agreed on a common date here.

11 CHAIRMAN RAMPY: Fine. Thank you.

12 Local 690, Spokane, Washington. Mr. Olds.

13 MR. OLDS: Since the Company has amended its filing on the
14 Spokane-Butte operation, our protest probably is a matter of a
15 couple of points of clarification. Since they granted Butte out
16 of Spokane,—

17 CHAIRMAN RAMPY: You will take those 12 drivers?

18 MR. OLDS: Yes.

19 On Page 3, it relates to Spokane and Seattle. They have
20 numerous turn points listed there, and in addition to that they
21 state: ". . . Spokane-based drivers [will meet] Seattle-based
22 drivers at a common point or at any of the above-listed Washing-
23 ton turn points,"

24 What is the common point, Chuck?

25 MR. DICKMAN: The common point in this operation is George
26 Washington. And I am not pulling anybody's leg. There apparently

1 is a town named George Washington. And that is the common point.

2 MR. OLDS: Well, the Local would protest the Company having
3 to have that point in addition to the others. The rather common
4 point for all the carriers between Seattle and Spokane has been
5 Vantage and is Vantage. Which is about 14 or 14 miles from
6 George Washington. George Washington has a service station and
7 a restaurant—and that's about the size of that particular point.
8 So I would protest them being allowed to turn at George Washing-
9 ton.

10 And then as the other point of clarification, in Spokane,
11 in the "ESTIMATED DRIVER DISPERSEMENT" on Page 6, we changed the
12 figure of 12 to 14. We do have 12 out of 14 men working in
13 Spokane presently. The reason the other two are not working is
14 that we utilize the contractual language on earning power to cut
15 the board. The bottom two men on the board have 20 years
16 seniority. They were hired in 1950.

17 If this change is granted and these additional bodies show
18 up in Spokane, I assume these two people who have 20 years will
19 be a part of that board still and working, and the other people
20 would dovetail with the 14; these people would come off of layoff.

21 Is this correct, Chuck?

22 MR. DICKMAN: I think that you should direct that to the
23 Committee, please.

24 MR. STANHOPE: No.

25 MR. OLDS: Our position would be that those two men with 20
26 years seniority are certainly entitled to work if this change is

1 effected and 14 more people appear in Spokane.

2 CHAIRMAN RAMPY: We will have to take that into considera-
3 tion when we grant the change.

4 Are there any questions by any of the Panel members of 690?
5 Is that George Washington, Washington or just George
6 Washington?

7 MR. OLDS: Washington.

8 MR. MURNIN: I didn't like that verbiage in that last re-
9 mark. I think it should be "if and when you grant it."

10 CHAIRMAN RAMPY: OK. I stand corrected.

11 What is next?

12 Local 710, Chicago.

13 MR. KELLY: We had several points that we would like clari-
14 fied, the Aurora Terminal included.

15 We find out now that the Company is going into the Central
16 States and there is no use discussing it at this time. Also the
17 jurisdiction in our line haul. This is going to be heard in the
18 Central States in December.

19 But we do have a seniority problem as far as the Company's
20 proposal is concerned. On Page 6 they are talking about adding
21 21 drivers in Indianapolis, which is going to be a relay point,
22 taking 200 drivers out of Chicago.

23 We presently have two drivers in Chicago who were derailed
24 from Indianapolis to Chicago by an approved change of operation;
25 and at that time these drivers were told if we ever put drivers
26 back in Indianapolis, they would have the right to go there. One

1 is Robert Meyers, who has a seniority date of 11/19/53, and the
2 other is Manuel Charmes, who has a seniority date of 4/11/60.

3 Both of these drivers came into Chicago with the change of
4 operations with full road seniority; and we request that these
5 drivers, when this thing is going into the pool, if this is what
6 happens to it, be given super-seniority to bid back into
7 Indianapolis. And additionally, these two drivers have been
8 running the East-West sleeper board. They never moved to Chicago.
9 Their wives and kids are still in Indianapolis.

10 MR. STANHOPE: They were given granddaddy rights to re-
11 domicile. That is what you are saying?

12 MR. KELLY: Yes.

13 MR. STANHOPE: I know about it.

14 MR. KELLY: We think that these two men should be given
15 super-seniority to go back to Indianapolis—their original place
16 of hire. And on top of that, I am sure that the Company would
17 not object to that because it is going to save them a little
18 moving bill. These guys have never moved.

19 MR. STANHOPE: Is that it, John?

20 CHAIRMAN RAMPY: Is that it?

21 MR. KELLY: Yes.

22 CHAIRMAN RAMPY: Does the Company have any comment?

23 MR. DICKMAN: No comment.

24 MR. FULLMER: No objection?

25 MR. DICKMAN: No comment and no objection.

26 CHAIRMAN RAMPY: Local 741, Seattle.

1 MR. YOUNGBLOOD: I would like to make a pitch for Seattle
2 insofar as this change of operation is concerned relating to the
3 previous change of operations that was instituted and then with-
4 drawn about a year ago in which the Company proposed to run from
5 Seattle to Ontario or Huntington; and our drivers claim that they
6 have made it and that it can be made. P-I-E is running it. And
7 for the edification of the Company and the Committee, we take
8 the position that if they ran from Seattle to Ontario, they would
9 eliminate that stop in Yakima that probably would waste at least
10 a half an hour of time. According to the mileage that is fur-
11 nished by the Company, Seattle to Ontario would be about 429
12 miles. And that is only 53 miles more than Ontario-Spokane,
13 which is listed by the Company at 376. It is only 15 miles
14 further from Salt Lake City to Ontario at 415 miles, according
15 to the Company, and 31 miles less than the run from Indianapolis
16 to Cameron, Missouri.

17 And with this statement I would request that the Company re-
18 consider their change of operations and see if this is not
19 feasible.

20 MR. STANHOPE: You are saying, Reconsider and domicile them
21 in Seattle and run them to Ontario rather than Ontario to Seattle.

22 MR. YOUNGBLOOD: That is correct.

23 MR. STANHOPE: Reconsider it and run it from Seattle clear
24 to Ontario and drop and pick Yakima.

25 MR. YOUNGBLOOD: This is a request just for reconsideration.
26 I don't think it entails any answer from the Company, but I

1 wanted to get on record on it.

2 CHAIRMAN RAMPY: It is on record.

3 MR. YOUNGBLOOD: And Mr. Trimble made the statement about
4 excluding five drivers on the Alaska run who were granted grand-
5 father rights from this change of operations.

6 For the record, I would like to name these men. They are:
7 Frank Waskom; Raymond W. Clark; William L. Carlson; James D.
8 Thompson, and Kenneth W. Mathison.

9 And the reasons we set forth for excluding these men pri-
10 marily are two:

11 1. They had grandfather rights granted to them on this
12 Alaska run in Change of Operations Case 2-2-2325;

13 2. Also these drivers and other drivers who are on the
14 Alaska run were excluded from the voting on system seniority,
15 indicating that in our opinion they should be excluded from this
16 change of operations; excluding from bidding on any runs; also
17 excluding, in the event of system seniority or other bidding pro-
18 cedures, that anybody outside of Local 741 be allowed to be bid
19 on, on these Alaska runs. We think that this is a terminal-
20 seniority condition.

21 Now, these being statements by Local 741, I have another
22 position on this Yakima domicile. Seattle has a bid for a
23 Seattle-Yakima turn normally departing Seattle on Monday, Tuesday,
24 Wednesday, Thursday and Saturday. This is on a freight-available
25 basis. The bid reads: "Equipment requirements and loading they
26 require this schedule to operate Friday or Sunday and occasionally

1 on Saturday. As needed or as loading requires, this schedule
2 may be extended beyond Yakima to provide necessary clearance and/
3 or meet the need for equipment at the beyond point."

4 Local 741 takes the position and makes the request that one
5 Seattle transport operator be allowed by seniority to move to
6 Yakima with grandfather rights on the Yakima-to-Seattle turn.

7 This request is made. Whether or not it entails an answer
8 from the Company I shall leave up to the Chairman.

9 CHAIRMAN RAMPY: That will be up to the Committee.

10 MR. YOUNGBLOOD: OK.

11 Local 741 also takes the position that we have an existing
12 operation of extra Seattle-to-Yakima turn, and extra Seattle-to-
13 Yakima turn should be allowed. And we ask: Is this what the
14 supplement to the change of operation means? Does it mean where
15 the Company says that they will "move the freight on existing
16 operation or with Yakima-based drivers" that the Company will be
17 allowed to run Seattle extra men on this run at any time; or is
18 the only time that they can run it when Yakima is out of power?

19 MR. STANHOPE: The Company can answer that.

20 MR. DICKMAN: Yes.

21 Primarily what we are talking about is this:

22 As you know, we do have a Seattle-Spokane bid which at times
23 we run via Yakima, which is a present run that we have in effect.
24 We also, of course, want to move the Yakima-based drivers when
25 they come into Seattle, turn them out. If there is freight over
26 and above this, then we want to be able to crank up somebody on

1 the Seattle extra board to run it. But it would only be after
2 we had used other means of moving it.

3 MR. YOUNGBLOOD: May I ask this: Would it be after you had
4 used the proposed six drivers that you intend to domicile in
5 Yakima? They would run first?

6 MR. DICKMAN: In other words, we would run Yakima-based
7 drivers first. We would utilize our Spokane-bid people running
8 Seattle-Spokane or the Spokane men going to Seattle via. And
9 then if we needed over and above that, we would crank up your
10 extra board.

11 But, if you will recall, you have one driver a day running
12 Seattle-Spokane and then we will have bid drivers out of Spokane
13 to Seattle. And we would utilize those people first before we
14 would go to your extra board.

15 MR. YOUNGBLOOD: Another question, Mr. Chairman.

16 CHAIRMAN RAMPY: OK.

17 MR. YOUNGBLOOD: Are the men you are naming for domicile in
18 these various points like Yakima, Spokane and other places bid
19 drivers?

20 MR. DICKMAN: Do you mean Page 6?

21 MR. YOUNGBLOOD: That is correct.

22 MR. DICKMAN: That again is something that we work out with
23 each Local, whether they are going to bid or run a wheel or what
24 it is. It is a local problem that we will work out with each
25 Local.

26 MR. YOUNGBLOOD: On Spokane I would ask this question: you

1 are asking elimination of one Seattle-to-Spokane per day from the
2 present two per day that we have from Seattle.

3 MR. DICKMAN: Correct.

4 MR. YOUNGBLOOD: Mr. Nelson, with a Company-seniority date
5 of 12/42, and Mr. Gerness, with a Company-seniority date of
6 3/21/50, assumed grandfather rights on a bid from Seattle to
7 Spokane when they were moved from Spokane to Seattle on June 18
8 1967 under the decision in Change of Operations Case 11-6-2613.
9 Since the present change of operation eliminates two men from the
10 Seattle and increases the Spokane by two men, it is our position
11 that Mr. Nelson and Mr. Gerness be moved back to Spokane and be
12 granted grandfather rights on the Seattle run.

13 MR. TRIMBLE: There is one other point that we want to bring
14 in.

15 When this change about which he is talking now was put into
16 effect the driver that was on the bid Spokane to Seattle chose
17 to stay in Spokane.

18 Our question here is: If this change is granted, at that
19 time there will be a Spokane-Seattle schedule available. Does
20 the man who chooses to stay in Spokane get the chance to go back
21 in there and use his seniority to pick up his bid run again?

22 MR. DICKMAN: Where the change went into effect where we
23 moved the run from Spokane to Seattle, the decision was in agree-
24 ment with the Unions involved and the Company that we would offer
25 the men presently on the Spokane-Seattle run a chance to go. If
26 they didn't go, there were two other men that I believe ran . . .

1 Where?

2 MR. TRIMBLE: Just one.

3 MR. DICKMAN: Where did he run?

4 Spokane-Wenatchee. If the decision was that both men on the
5 Spokane-Seattle bid did not accept it, then the Wenatchee man who
6 would also be eliminated in this change would be given the
7 opportunity to go. And if I remember, he took it.

8 MR. TRIMBLE: He went to Seattle.

9 MR. OLDS: Mr. Chairman, that Mr. Gerness is the youngest
10 man of the two.

11 CHAIRMAN RAMPY: He is the one that stayed in Seattle?

12 MR. OLDS: He is the one that went to Seattle because of one
13 Spokane man staying that didn't want to move to Seattle.

14 MR. DICKMAN: Who was the man who stayed that was on the run?

15 MR. STANHOPE: The guy with the '50 seniority date went to
16 Seattle.

17 MR. TRIMBLE: But I think the seniority date of the one who
18 stayed is better than that, isn't it, Mike?

19 MR. OLDS: Yes.

20 MR. TRIMBLE: He had so many years of service that he felt
21 that he could stay in Spokane and go on the extra board and get
22 a week's work. So he stayed there. His run was cancelled as
23 far as he is concerned. Now it is going to be put back in
24 existence.

25 MR. STANHOPE: In Spokane.

26 MR. TRIMBLE: Spokane-Seattle.

1 MR. YOUNGBLOOD: For the information of the Committee in
2 considering this change of operation, I would like to advise
3 them that Mr. Gerness, the man who was on the Spokane-Wenatchee
4 and who had the least seniority, is raising his grandchildren
5 and putting them through school and did not sell his home in
6 Spokane. He goes back there on weekends. While the senior man
7 did move to Seattle.

8 So just for your information in considering this change of
9 operation, I thought that that information would be pertinent.

10 CHAIRMAN RAMPY: Fine. Thank you.

11 Is there anything else?

12 MR. YOUNGBLOOD: Yes.

13 In Portland on July 23rd Chuck Dickman said that the
14 Spokane will run to Seattle with four men seven days per week.
15 Now, we will have one bid—

16 MR. DICKMAN: Say that again, please.

17 MR. YOUNGBLOOD: I have it down here that in Portland you
18 said "Spokane will run to Seattle with four men seven days per
19 week."

20 MR. DICKMAN: OK.

21 MR. YOUNGBLOOD: Is that a correct statement?

22 MR. DICKMAN: That is our estimate, yes.

23 MR. YOUNGBLOOD: That is your estimate.

24 Now, "Seattle will run to Spokane (and this is quoting you,
25 if I am correct) with two men on six days per week."

26 MR. DICKMAN: What we are saying in essence is that we

1 estimated there will be three a day originate at Spokane seven
2 days a week on the transcontinental relay; and your one bid a
3 day, which involves two men, is on a six-day basis and will run
4 from Seattle to Spokane.

5 MR. YOUNGBLOOD: Right.

6 MR. DICKMAN: As it would run after this change.

7 MR. YOUNGBLOOD: Well, we take the position that the
8 Seattle should run the same as the Spokane on the seven-day week.
9 At present our bid only runs five days a week, and we run it
10 three one week and two the next week, with the men alternating.
11 But this is a request that we make.

12 This is a clarification. I would ask: What do you mean
13 when you say on Page 3 under "Seattle, Washington": "Seattle-
14 based drivers may be dispatched to Spokane if Spokane is out of
15 power"? And I assume that you are talking about extra drivers.

16 Does this mean that Seattle can run and that Spokane bids
17 won't run if Spokane has no power; or does it mean that the only
18 time that Seattle extra-board men run is when Spokane is out of
19 power? Or does it mean something else?

20 MR. DICKMAN: It is the same application that I told Bob
21 Chaney: that if we have freight in Seattle and we have no power
22 in Spokane to get it, we have to move it. At that point, if you
23 have power in Seattle, we will use your people to run it to
24 Spokane.

25 That is what we are referring to. We set it up so that
26 Spokane people will primarily handle this freight.

1 MR. STANHOPE: You mean, If they are out of power you will
2 be out of drivers, too.

3 MR. YOUNGBLOOD: That is all I have.

4 MR. TRIMBLE: I have one other request, Mr. Chairman.

5 CHAIRMAN RAMPY: All right, Art.

6 MR. TRIMBLE: And that is, When the Committee rules on this,
7 they keep in mind the problem that P-I-E had when they are
8 basing all of their drivers in one spot and they are not covering
9 their tracks.

10 MR. MILTON: We are well aware of it.

11 MR. STANHOPE: Ontario is what you are talking about.

12 MR. TRIMBLE: Yes.

13 MR. MILTON: We are aware of it.

14 CHAIRMAN RAMPY: Do the Panel members have any questions of
15 Local 741? (No response.)

16 The next Local is 957.

17 The representative from Local 957 had to leave. He has
18 written out a protest here which I will give to the Reporter and
19 just have him enter it into the record.

20 MR. YOUNGBLOOD: May I come back on the record, Mr. Chairman?

21 CHAIRMAN RAMPY: Yes, you may.

22 Local 741 again.

23 MR. YOUNGBLOOD: There was testimony here put on the record
24 about Company seniority. Actually, 741 does not know and I don't
25 believe anyone else knows whether Consolidated uses system
26 seniority or not. I think they use it in some cases and in some

1 cases they don't.

2 In this particular case, 11-6-2613, it was a clarification
3 on August 15th 1967. And I will quote Dickman:

4 "MR. DICKMAN: Well, to clarify it, my position has been
5 for the last three years that system seniority as we know it is
6 nonexistent."

7 I would like to further state on the comments of Local 81
8 on system seniority that—

9 MR. MILTON: Give me that number again. 11-6-something.

10 MR. YOUNGBLOOD: Yes. It is a clarification of the 11-6-2613.

11 MR. MILTON: OK. Thanks.

12 MR. YOUNGBLOOD: And the date is August 15th 1967 when this
13 clarification was heard.

14 But we had a problem some time ago on this system seniority.

15 MR. STANHOPE: You are talking about the four-State?

16 MR. YOUNGBLOOD: I am talking about the four-State system
17 seniority.

18 At a certain time before I became a Business Agent Con-
19 solidated, instead of bidding runs, started to bid assignment.
20 I claim that this is by subterfuge. And in that interim period
21 of time where Portland was bidding and hiring new men, there was
22 no one outside of Portland to my knowledge that was allowed to
23 bid on any of these runs.

24 I say that this statement by Mr. Dickman is quite true:
25 that they actually haven't practiced what the men have voted on.
26 This is for the consideration of the Committee.

1 MR. STANHOPE: But it is the four-State, so-called "system
2 seniority"?

3 MR. YOUNGBLOOD: Right.

4 MR. STANHOPE: Which nobody agrees with among the Companies
5 and the Unions.

6 - - -

7 (Prepared statement of Guy Legg, Teamster Local 957, reads
8 in the following words and figures, to-wit:)

9 C & F Freight moved road runs to St. Louis out of Dayton,
10 Ohio.

11 At that time the reason being better service to Ohio and
12 Eastern Area.

13 The proposal now is to move runs to Akron, Ohio, Canton,
14 Ohio to serve Ohio area.

15 Local 957 Dayton requests that if change is necessary, the
16 Dayton people be given the opportunity to protect this movement
17 of freight. C & F Freight recently built a new terminal in
18 Dayton completely set up for road operation, even to the extent
19 of building a bunkhouse. In addition, there are restaurants &
20 lodging nearby. Also as Dayton at one time had a road operation,
21 we feel our people should be given some of this work, as they
22 protected some of it in the past.

23 We are located in a geographical area which makes it
24 advantageous to have breakbulk or relay stations located here.

25 IML now operates a large breakbulk terminal here as well as
26 ABF with a large relay operation. In addition, there are

1 qualified road drivers in our area & nearby areas as well.

2 It is for the above reasons that Dayton Local #957 protests
3 the present request for change of operations in its now present
4 form.

5 - - -

6 CHAIRMAN RAMPY: 961, Denver. Harry Bath.

7 MR. BATH: The single date removes my protest. But
8 originally I wasn't supposed to be involved in the change and
9 didn't attend any of the meetings; and I see I now am. And I
10 would like to know how I can protect it.

11 MR. STANHOPE: I think that you will have plenty of time to
12 meet with them or they will have plenty of time to meet with you
13 to discuss it.

14 MR. BATH: I would like to have it on the record.

15 MR. STANHOPE: Eventually it will get there if it doesn't
16 today.

17 MR. DICKMAN: We did include Local 961 in the change and
18 Harry wrote me a letter stating what he outlined here: that he
19 couldn't see how he was involved. Upon receipt of his letter,
20 I did call him. His secretary said he was out, but "Walt" was
21 in.

22 So I talked to "Walt" and explained that the reason that
23 Local 961 was included is that there has been an occasional
24 load (one a week) that comes into Denver that goes to Billings
25 and Great Falls that now would not come through.

26 It was not much, but it was one or two a week that did give

1 a little work to a Denver man. This is why we put him in and we
2 want him to be aware of it.

3 MR. BATH: It is going to affect me because I have four
4 bids running to Casper on the way to Billings and Great Falls.
5 I want to know what is going to happen to the fellows.

6 MR. DICKMAN: This Phase I will not affect your bids. These
7 were pulled by extra men in Denver. It will not affect your bids.

8 Harry, Phases II and III, or the whole thing when through,
9 probably will. But this one, no.

10 CHAIRMAN RAMPY: They get to you later down the road, Harry.

11 MR. BATH: All right.

12 CHAIRMAN RAMPY: OK. Does any of the Panel members have
13 questions of 961?

14 MR. STANHOPE: The Company does say that you would protect
15 Harry's bids?

16 MR. DICKMAN: Yes.

17 CHAIRMAN RAMPY: They will protect his bids.

18 Local 983, Pocatello, Idaho.

19 MR. HILL: Mr. Chairman, we are protesting this change of
20 operations basically on the four-State seniority application.
21 Inasmuch as the Company has failed to adhere to that seniority
22 provision, we would request that the five drivers, namely,
23 Grugsby, Kronberger, Kyle, Smith and Green, be afforded earning
24 opportunity consistent with that four-State, system-seniority
25 Agreement. That is No. 1.

26 No. 2. Mr. Dickman stated earlier that this change would

1 not implicate Local 983, Pocatello, Idaho.

2 Less than eight years ago we had 22 people. Today we have
3 five people working there. More accurately, we have seven
4 people, but two are on layoff, making five working.

5 If I am reading Mr. Dickman correctly, then he is stipulat-
6 ing to the fact that he is guaranteeing these seven people em-
7 ployment in Pocatello?

8 I ask this question of Mr. Dickman.

9 MR. DICKMAN: "That [we are] guaranteeing"? The complement
10 of drivers we have in Pocatello is based on the freight moving
11 through that area now that you are handling. If freight drops
12 off, we can't guarantee them anything.

13 I will say this: It is possible that Pocatello may be in-
14 volved in the intra-West operation. And if it is OK, then I will
15 be up to see you.

16 MR. HILL: That is not what you have said in the past. You
17 always say, Chuck, that we are not involved. But consequently,
18 we get the short end of the stick.

19 MR. DICKMAN: Again I am saying to you, Al, in Phase I you
20 are not involved. What Phase I does is not going to add to or
21 subtract from the work that you now have. But when we convert
22 completely from sleeper to relay, it is possible that you may be
23 involved. And we will contact you before we file this thing
24 again to make the whole changeover. But in Phase I you are not
25 involved in any way, shape or form. We are not bothering your
26 domicile—adding to it, subtracting from it or anything.

1 MR. HILL: In conclusion, then, just as a matter of the
2 record, I request that we have adherence to system seniority in
3 the four States relative to our people and at the conclusion of
4 the entire thing, after the first, second, third, fourth or fifth
5 state, or however many there are, that we have the proper
6 seniority application for those people who are existing at that
7 terminal to date for any movement.

8 CHAIRMAN RAMPY: Thank you, Al.

9 Are there any questions by any of the Panel members of
10 Local 983? (No response.)

11 Local 670, Ontario.

12 MR. REED: The only question I have is mainly on the workload
13 the way it is written up here. I didn't attend any of the meet-
14 ings. They did notify me by mail. I talked to a guy in Seattle
15 by phone. Other than that I haven't been over any of this.

16 But they are proposing 24 guys into Ontario. In other
17 words, any type of a guarantee now, other than that I don't know.
18 But they have got three loads going to Portland a day. Which
19 is not the six guys. They go up and come back, three to Yakima.
20 So it comes to a total of 12. With maybe two for extra runs,
21 it would only bring it up to 14.

22 They are proposing 24 guys moving to Ontario. And I am
23 just hoping that they won't move more guys in there than what
24 there is work for. That is my only concern in this.

25 CHAIRMAN RAMPY: Dickman, do you want to answer that?

26 MR. DICKMAN: Again, Mr. Reed, we didn't get a chance to

1 meet with you. We didn't know until we were in the meeting in
2 Portland that you had jurisdiction over this operation. We will
3 be more than glad to sit down with you and show you how we come
4 to that conclusion. Because we don't want to put any more
5 drivers in there than are absolutely necessary either.

6 MR. REED: I have only one comment here.

7 On the Portland-Lewiston freight, you are knocking out a
8 run between Portland and Lewiston, Idaho; also a run between
9 Spokane-Lewiston that will be handled by Ontario drivers.

10 I talked on the phone to a guy the other day and I asked
11 him if they were going to bring Portland freight into Ontario.

12 He said: "Oh no. Portland freight going into Lewiston is
13 not going via Ontario."

14 So that is a little confusing to me if they are going to
15 run Portland to Lewiston and the freight is not going to come
16 into Ontario.

17 MR. DICKMAN: If there is a pure load coming up for Salt
18 Lake City running to Lewiston, primarily the freight will be
19 shuttled to Kennewick. By the same token, there could be a load
20 that would get into the north end and go via Spokane. So this
21 is the way we have of disposing of the freight, depending upon
22 where it landed.

23 MR. REED: That is about all I have.

24 CHAIRMAN RAMPY: Are there any questions by any of the Panel
25 members of Local 670? (No response.)

26 If not, I think that that completes going through the roster

1 of the Local Unions.

2 We didn't miss any Local, did we?

3 Jack, you have your hand up.

4 MR. ALEXANDER: I would like to add something to this one.
5 We are talking about various changes of operations in the past.
6 I would like to remind the Committee that in 1962 they moved
7 approximately 50 drivers who were running the sleeper operation
8 out of Billings, Montana into Portland; and I am certainly sure
9 that they would like consideration to go back to Billings,
10 Montana on a preference basis or all through the State of Montana.

11 CHAIRMAN RAMPY: We will take that into consideration when
12 and if we grant the change.

13 MR. ALEXANDER: The second part of my question (and I never
14 got an answer and I thought that I would get it) is: How did
15 the Company arrive at the figure of 60 displaced drivers on this
16 particular move?

17 MR. FULLMER: The Billings drivers plus ten.

18 MR. DICKMAN: No. That was the figure that we came up with
19 from our records of the sleepers operating out of Portland in-
20 volved in the operation between the Chicago Gateway and the
21 Akron Gateway.

22 If you want to, we can go over them with you. But these are
23 the records we got it from.

24 MR. ALEXANDER: You figure that we are moving 30 sleepers
25 to that area?

26 MR. DICKMAN: Yes.

1 MR. STANHOPE: You are losing work for 30 sleepers.

2 MR. DICKMAN: Yes, they are losing work for 30 sleepers.

3 We have the records, Jack. We will go over them with you
4 in the next week.

5 MR. STANHOPE: You said earlier, Jack, that you had one
6 grandfather right man in Portland.

7 MR. ALEXANDER: That is on that three-man sleeper team that
8 we have operating. That is the only grandfather man. And then,
9 like I say, they did move 50 sleeper drivers in at one time.

10 MR. STANHOPE: But you still have one grandfather-right man
11 in Portland. You have got two in Chicago and five in Seattle.

12 MR. MILTON: Seven in Seattle.

13 MR. KELLY: I would like to make a statement, Brother Chair-
14 man, on this seniority thing.

15 I don't think that there is anybody sitting here from any
16 Local Union that would not say a driver who has been redomiciled
17 should be given the opportunity to go back to his place of
18 original domicile. I think everybody here will agree that that
19 is fair.

20 Say, for example, a guy who came out of Billings to Portland
21 and now they are going to increase the board at Billings. He is
22 given the opportunity to go back there if he so desires.

23 MR. STANHOPE: And he has the seniority.

24 CHAIRMAN RAMPY: This will be taken into consideration.

25 Gentlemen, I think that that will complete the testimony.

26 MR. YOUNGBLOOD: One more thing, Mr. Chairman.

1 MR. TRIMBLE: I have just one question.

2 CHAIRMAN RAMPY: Art Trimble, Local 741.

3 MR. TRIMBLE: If the Committee is going to render a decision
4 on this particular case, we would like a copy of the transcript.
5 If you are not; if you are going to wait until you get all of
6 the others put together, could you please so advise us now?

7 MR. STANHOPE: If you guys will stick around for a few minutes
8 in that room, we can tell you more about that shortly.

9 MR. YOUNGBLOOD: I would like to ask the Company: With the
10 displacement of six men in Seattle, do you intend further layoffs?
11 We already have five on layoff.

12 MR. DICKMAN: The only thing that would dictate a layoff
13 will be a drop in business.

14 CHAIRMAN RAMPY: Executive session.

15 (Short recess to permit of executive session.)

16 CHAIRMAN RAMPY: The Committee is still in executive
17 session. We are going to meet again at 9:00 o'clock A.M. to-
18 morrow morning in executive session.

19 (Whereupon, at 8:20 o'clock P.M. an adjournment of the
20 executive session was taken to 9:00 o'clock A.M., Wednesday,
21 August 12 1970.)

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S E C O N D D A Y

(Whereupon at 9:00 o'clock A.M., Wednesday, August 12 1970, Executive Session in the above-entitled case was resumed.)

MR. FULLMER: Mr. Chairman, I move that the operational change filed by Consolidated Freightways, Inc. In Multi-Conference-Case # MC-CO-15-8/70 be approved as modified and clarified on the record, with the following provisos:

1. In view of the massive nature of this Change of Operations, the number of previous operational changes made by the Company and the various seniority applications made in such changes, and the old so-called four-State system seniority, which previously affected a few of the numerous terminals now involved, under the authority granted by Article 5 of Section 7 of the 1970 National Master Freight Agreement, it is the determination of this Committee that the following seniority applications shall control:

(a) As among those drivers on seniority lists (active and laid off) at present terminals, their seniority dates presently utilized for layoff purposes shall be the basis for determining which drivers stay, are displaced, or elect to relocate. Drivers presently on layoff whose contractual three-year layoff period expired between August 10th 1970 and the effective date of this change, shall have their layoff periods extended as hereinafter provided.

(b) Those drivers who are displaced or elect to relocate shall be placed on a master list on the basis of their full Company dry freight line seniority dates, and they shall utilize

1 their positions on that list for bidding on all of the new or
2 additional jobs.

3 (c) After the bidding has been completed and the drivers
4 are relocated, all of the terminal seniority lists shall be re-
5 constructed, dovetailed on the basis of the drivers' respective
6 full Company dry freight line seniority dates, and thereafter the
7 respective positions on such dovetailed seniority list shall
8 apply for both layoff and bidding purposes.

9 (d) If a driver has in the past previously relocated at his
10 own request, his present seniority date for layoff purposes,
11 rather than his full Company dry freight line seniority date,
12 shall determine his rights under subparagraphs (b) and (c).

13 (e) The old so-called four-State system seniority applica-
14 tion shall not be recognized in the future.

15 (f) Drivers on the master list who are not employed shall
16 be deemed to be on layoff from their present terminals for a
17 period of three years from the effective date of this change and
18 shall be offered first available jobs ahead of new hires (one
19 offer per man being sufficient to satisfy this requirement), and
20 such driver's seniority date for layoff and bidding at his new
21 terminal shall be his date on said master list.

22 (g) A driver who is required to relocate under this change
23 shall not have the right to return to his previous terminal under
24 the thirty (30) day rule; however, such driver may return within
25 120 days ahead of new hires and junior men on layoff.

26 (h) The drivers on the Seattle-Alaska seniority list shall

1 not be affected by this change and shall not have any rights
2 under this change.

3 2. That portion of the Company's application regarding
4 picking and dropping en route shall be resolved on a single-
5 conference basis.

6 3. Local dispatch procedure shall be worked out between
7 the Company and the Local Unions involved.

8 4. This decision shall not be implemented until the other
9 phases of the Company's proposed change from sleeper operations
10 to single-man relay operation have been filed and approved by an
11 appropriate Change of Operations Committee, and this Committee
12 retains jurisdiction of this case to make such modifications as
13 may be necessary to properly coordinate with those other changes.

14 MR. STANHOPE: I second it.

15 [Motion carried.]

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